# AGENDA
# HIDALGO COUNTY
# COMMISSIONERS COURT MEETING
# February 11, 2014
# 9:30 A.M.

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, 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.** **Executive Officer - Valde Guerra:**

**A.** 1. 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."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

**B.** Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

**C.** **AI-43031** Approval of Resolution in support for the application of Orchard Estates, LP to the Texas Department of Housing and Community Affairs for 2014 Competitive Nine-Percent Housing Tax Credits and for the Development of Orchard Estates Apartments to be located on 10+/- Acres of Land on the East Side of Stewart Road, North of Mile 4 in the ETJ of Alton, Hidalgo County, Texas 78573

**D.** **AI-42872** Approval to accept settlement check from GEICO Insurance Company in the amount of $1,199.92 on behalf of Adult Probation to settle auto accident. (Adult Probation)

**E.** **AI-42819** **Tropical Texas Behavioral Health (1100):**

1. Approval of payment to Tropical Texas Behavioral Health for FY 2014 county allocation of required local match in the amount of $850,076.00 for DSHS Contract #2014-039599-001 in accordance with Texas Health & Safety Code Section 534.066 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor

2. Approval of payment to Tropical Texas Behavioral Health for FY 2014 county allocation match in the amount of $159,334.00 for psychiatric emergency crisis services - DSHS Contract #2014-0398293 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor

**TOTAL PAYMENT AMOUNT $ 1,009,410.00**

**F.** **AI-42921** Approval of 2014 Museum Funding Agreement between County of Hidalgo and Museum of South Texas History in the amount of $ 270,000.00.

**G.** **AI-42927** Approval of 2014 Museum Funding Agreement between County of Hidalgo and the Mission Historical Museum in the amount of $ 30,000.00

**H.** **AI-42918** Approval of 2014 Museum Funding Agreement between County of Hidalgo and the Donna Hooks Fletcher Museum in the amount of $ 30,000.00

**6.** **Constables:**

**A.** **AI-42776** Constable Pct. #1:
Discussion, consideration, and approval for Hidalgo County Constable Pct. 1 continued participation in Texas 1033 Surplus Property Program.

**B.** **AI-42770** Constable Pct. #1:
Requesting approval to process the following invoices as claims with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

| Vendor | Invoice No. | Date | Amount |
|---|---|---|---|
| LexisNexis | 12802H-20130930 | 09/30/13 | $174.00 |
| LexisNexis | 12802H-20131031 | 10/31/13 | $174.00 |

**C.** **AI-42749** Constable Pct #2 (1284): Approval of appropriation of the 2012 Operation Stonegarden Grant funds for the Constable Pct#2 Department in the total amount of $6,294.68 for Phase 3 and Phase 4.

**D.** **AI-42849** Constable Pct. #2:
Requesting approval and authorization to submit the FY 2013 Chapter 59 Asset Forfeiture Report, as required by the Attorney General of Texas

**E.** **AI-42968** Constable Pct. #2:
Presentation and discussion of the 2013 Racial Profiling Report as presented by the Hidalgo County Constable Pct. 2 Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure.

**F.** **AI-43065** Constable Pct. #4 (1284):
Approval of appropriation of the 2012 Operation Stonegarden Grant funds for the Constable Precinct No. 4 Department in the total amount of $5,900.79 for Phase 4.

**G.** **AI-43054** Constable Pct. #4:
Requesting authorization for the County Judge to execute the following the FY 2013 Equitable Sharing Agreement and Certification Report - Hidalgo County Constable Precinct 4.

**7.** **Human Resources - Esther Cortez:**

**A.** **AI-42914** County Judge's Office (1100) / Department of Budget & Management (1100):
1. Approval of the following personnel actions:

| *Action* | *Dept/ Program* | *Slot No.* | *Position Title* | *Proposed/ Budgeted Salary* |
|---|---|---|---|---|
| Delete | 110-006 | 0033 | Administrative Aide II | $36,050.00 |
| Delete | 115-001 | 0029 | Budget Analyst I | $38,222.00 |
| Create | 110-006 | 0037 | Director of Special Projects | $31,500.00 |
| | 115-001 | 0031 | | $31,500.00 |

2. Approval of revised salary schedule(s).

**B.** **AI-42915** Health and Human Services (1100):
1. Approval to create two (2) full time new positions as follows:

| *Action* | *Dept/Program* | *Slot No.* | *Position Title* | *Proposed Budgeted Salary* |
|---|---|---|---|---|
| Create | 240-005 | 001 | Coordinator II | $ 46,000.00 |
| Create | 240-005 | 002 | Coordinator I | $ 40,000.00 |

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

**C.** **AI-42981** Precinct #4 Road Maintenance & Precinct #4 BCAP (1200):
1. Approval of the following personnel actions effective 02/11/14:

| *Action* | *Dept./Program* | *Slot No.* | *Position Title* | **Current Budgeted Salary** | *Proposed Budgeted Salary* |
|---|---|---|---|---|---|
| N/A | Rd Maint. (124-007) | 0004 | Accounts Payable Specialist III | $43,701.00 | $43,701.00 |
| Delete allocation | BCAP (124-019) | 0003 | | $3,357.00 | -0- |

2. Approval of Precinct #4 BCAP revised salary schedule.

**8. Sheriff's Office:**

**A. AI-42861** Operation Stonegarden (1284):
Authorization and approval to de-obligate remaining amounts in fourteen (14) of the participating cities and two (2) of the Hidalgo County Constable Precincts (PCT. 2, and PCT. 3) and transferring of amounts to the 2011 Operation Stonegarden Sheriff's Office grant budget.

| | |
|---|---|
| Alamo - $1,633.50 | Penitas - $4,085.80 |
| Alton - $10,623.09 | Pharr - $3,649.96 |
| Donna - $3,901.16 | San Juan - $3,203.48 |
| Edinburg - $6,359.64 | Sullivan City - $1,144.30 |
| Hidalgo - $15,102.50 | Weslaco - $24,834.34 |
| La Joya - $5,058.08 | Pct. #2 - $938.83 |
| Mercedes - $9,217.21 | Pct. #3 - $1,095.70 |
| Mission - $843.76 | |
| Palmhurst - $6,537.27 | |

**9. Health & Human Services Department - Eddie Olivarez**

**A. Health Care Funding District:**

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

**B. Indigent Health Care Program:**

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

**C. AI-42973** Discussion and approval to accept Deed Without Warranties from Texas Health and Human Services Commission to the John Austin Pena Memorial Center.

**D.** **AI-42944** Requesting approval of the letter of support to the University of Texas Pan American proposal for the U.S. Department of Health and Human Services funding of "Nursing Education, Practice, Quality and Retention Program".

**E.** **AI-42954** Requesting approval to submit a funding proposal to participate in a contract funded through an Exceptional Item awarded to the Department of State Health Services by the 83rd Legislative Session. The purpose of these funds is to augment local health department epidemiological capacity for outbreak and disaster response with special emphasis on foodborne illness investigations.

**10.** **Adult Probation - Arnold K. Patrick:**

**A.** **AI-42856** 1. Requesting permission to apply for a Prostitution Prevention Court Program Grant for operation through August 2014.
2. Requesting approval of Resolution naming Authorized Official for the Prostitution Prevention Court Program.

**11.** **Facilities Management:**

**A.** **AI-43063** Facilities Management:
Requesting approval to process the following invoices as claims with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

| Vendor | Invoice No. | Date | Amount |
|---|---|---|---|
| Waste Management | 4912163-1177-0 | 02/01/2014 | 100.16 |
| Waste Management | 4910181-1177-4 | 01/01/2014 | 117.03 |
| Waste Management | 4912164-1177-8 | 02/01/2014 | 117.03 |
| Waste Management | 4910182-1177-2 | 01/01/2014 | 123.08 |
| Waste Management | 4912165-1177-5 | 02/01/2014 | 123.08 |
| | | Total: | 580.38 |

**12.** **Community Service Agency:**

**A.** **AI-42785** Requesting approval for the 2014 CEAP [Comprehensive Energy Assistance Program] Contract No. 58140001799.

**13.** **IT Department - Renan Ramirez**

**A.** **AI-42771** Requesting approval of the following claim/invoice with authority for the County Treasurer to issue a payment/check after review, audit and processing procedures are completed by the County Auditor.

| Invoice Date | Invoice | Vendor | Amount |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 11/30/2013 | 144290 | Icon/Civic Plus | $5,700.00 |

**14.** **HIDTA - Task Force - Dora Munoz:**

**A.** **AI-42880** Authorization and approval for the Hidalgo County HIDTA Task Force Investigators to be paid instead of banking extra-duty hours from January 1, 2014 - December 31, 2014.

**B.** **AI-43039** HIDTA Chapter 59 (1251):
Approval of 2013 appropriation of funds in the amount of $1,224.13 for HIDTA Chapter 59 funds.

**15.** **Urban County - Diana Serna:**

**A.** **AI-42953** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services-Geotechnical and Construction Material Testing Services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the Precinct No. 2, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453/DRS210068 for South Fork Drain Project..

| Professional Geo-tech Services | Grade | Ranked |
|---|---|---|
| Raba Kistner, Inc. | 98.6% | |
| Terracon Consultants, Inc. | 94.6% | |
| PSI Laboratories, Inc. | 92.6% | |

3. Authority to negotiate a professional engineering service- contract with the No. 1 ranked firm of
for the provision of geotechnical and construction material testing services for an Urban County Program GLO Contract No. 12-406-000-6453/DRS210068 Precinct No. 2, South Fork Drainage Improvements project located in Hidalgo County, Texas, from west Cage Boulevard to the USIBWC Floodway

**B.** **AI-42812** Urban County Program, on behalf of Precinct No. 1 is requesting consideration and action to award and enter into a construction contract with Rojas construction (lowest bidder meeting all specifications and/or requirements) for the Texas General Land Office Round 2.1(GLO Contract No. 12-406-000-6453/DRS210068) in the amount of $252,442.00. The project consists of flood & drainage improvements within Precinct No. 1, Hidalgo County for the Delta Area Connector/East Lateral Colonia Infrastructure II Improvements, Olivarez #7, Olivarez # 9 and Olivarez # 18.

**C.** **AI-42945** Urban County Program, on behalf of Precinct No.1 is requesting consideration and action to award and enter into a construction contract with Vanguard Engineering, LLC (lowest responsible bidder meeting all specifications and Section 3 federal regulations under 24 CFR Part 135) for the Texas General Land Office Round 2.1 (GLO Contract No. 12-406-000-6453/DRS210068) in the amount of $450,635.00. The project consists of flood & drainage improvements within Precinct No.1, Hidalgo County for the Delta Area Connector/ East Lateral Colonia Infrastructure Improvements for Acre Tract, Chapa North and Chapa South Subdivisions.

**D.** **AI-42874** The Urban County Program is requesting the award of a bid and approval of a contract under the Owner-Occupied Rehabilitation Program for the following:

1. (1) Unit in the City of Edcouch for rehabilitation in the amount of $ 27,750.00 to ARGO Construction.

**E.** **AI-42832** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Palmview, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 26 (2013) Palmview Street Improvement funds.

| Professional Service Firm | Grade | Ranked |
|---|---|---|
| SAMES Engineering | 97% | 1 |
| L & G Engineering | 92.67% | 2 |
| Perez Consulting Engineering | 90.34% | 3 |

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of
for the provision of engineering services for an Urban County Program Year 26 (2013) Palmview Street Improvements project.

**16.** **Elections Administration - Yvonne Ramon:**

**A.** **AI-42919** Discussion and recommendation by Commissioner's Court on creating a County Electioneering Policy or possibly amending the existing Open Grounds Policy due to Senate Bill 259.

**17.** **Public Defender's Office - Jaime Gonzalez:**

**A.** **AI-42835** Requesting authority to enter into a (36) month software renewal license subscription agreement for the Hidalgo County Public Defender's Office and Justice Works, LLC through requisition 249340 for the amount of $2.00 per every new case opened.

**18.** **WIC - Norma Longoria:**

**A.** **AI-42789** Requesting approval to process the following ATT invoices as claims with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor. P.O. #700367.

| Vendor | Acct# | Billing Date | Amount |
|---|---|---|---|
| AT&T | 956-581-9768 | Dec.11 thru Jan.10, 2014 | 29.34 |
| AT&T | 956-702-7740 | Dec.13 thru Jan.12, 2014 | 58.68 |
| AT&T | 512-A37-6040(13 Accounts) | Dec.13 thru Jan.12, 2014 | 1,899.39 |
| AT& T | 956-519-8551 | Dec.23 thru Jan.22, 2014 | 31.39 |
| AT&T | 956-519-7161 | Dec.23 thur Jan.22, 2014 | 31.39 |
| AT&T | 956-581-9768 | Jan.11 thru Feb.10, 2014 | 29.41 |
| AT&T | 956-381-8620 | Jan.9 thru Feb.8, 2014 | 631.21 |
| AT&T | 956-318-1609 | Jan.9 thru Feb.8, 2014 | 88.20 |
| AT&T | 956-702-7740 | Jan.13 thru Feb.12,2014 | 58.82 |
| AT&T | 956-783-5471 | Jan.3 thru Feb.2,2014 | 51.62 |
| AT&T | 956-783-7251 | Jan.3 thru Feb.2. 2014 | 31.28 |
| AT&T | 512-A37-6040 | Jan.13 thru Feb. 12,2014 | 2,064.85 |

**19.** **Auditor's Office - Ray Eufracio:**

**A.** **AI-42986** 1. Approval of Ceritification of Revenues as certified by the County Auditor for various TXDOT projects.
2. Approval of 2013 appropriation of funds for various TXDOT projects in the total amount of $3,268,799.80.

**20.** **Planning Department - Raul Sesin:**

**A.** **AI-42772** 1. Preliminary Approval with Variance Request
a. Vista Ridge Acres Phase V – Pct. 1 (Jack McClelland)
b. Lantana Acres No. 8 Subdivision – Pct. 1(The Three Grandes)

2. Preliminary Approval
a. El Ramadero Subdivision – Pct. 4 (O.S. Wyatt, Jr)
b. Resubdivision of Lots 52,53,54 & Lot B, Caledonia Estates Ph I – Pct. 4(Wild Mesquite LLC)
c. Ruiz Subdivision – Pct. 4 (Mario Ruiz)
d. Cash America Subdivision – Pct. 4 (Vaquero Hidalgo Partners, LLC)

3. Final Approval
a. Concho Heights Subdivision – Pct. 4 (Kyndel Bennett)
b. San Joaquin Subdivision – Pct. 1 (Herb Scurlock)
c. La Frontera Estates Phase IV – Pct. 1 (Allen Cohrs)
d. Zavedra-Vera Subdivision – Pct. 4 (Matias Vera)
e. Rio Rico North Subdivision – Pct. 1 (Paul Daniec)

f. RSBR DG San Carlos Subdivision – Pct. 4 (Jose M. Cantu)
g. Replat of Lot B Los Compadres Subdivision – Pct. 1 (Julio Cardona)

4. Final Approval with Financial Guarantee
a. Pueblo de Palmas at Mile 4 Phase 3 – Pct. 3 (PDP Mile 4 Ltd.)
b. Ranchitos Escondidos Phase I – Pct. 4 (Forrest Runnels, Jr.)

**B.** **AI-42955** 1. Preliminary Approval
a. La Homa Crossing Phase II – Pct. 3 (Manuel Cantu, Jr.)
b. Terry Palms Subdivision – Pct. 4 (Kyle Ruppert)
c. Acres of Santa Cruz Phase II – Pct. 3 (Richard Ruppert)

**21.** **Precinct #2 - Comm. H. Palacios:**

**A.** **AI-42784** Requesting acceptance and approval of Work Authorization No.8 (with an estimated cost of $23,565.50) as submitted by Millennium Engineers Group, Inc., Contract #C-13-185-06-18, for Construction Materials Engineering Services for the Hidalgo County Precinct No.2, Equipment and Maintenance Facility Compound Project to parking area and civil improvements.

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

**A.** **AI-42882** Approval of Resolution honoring Christian Villarreal for being named 2013 Boys and Girls Club RGV Youth of the Year

**B.** **AI-42817** Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

| Vendor | Invoice No. | Amount |
|---|---|---|
| Pueblo Tires LTD | 5005113 | $119.99 |
| Pueblo Tires LTD | 5007219, 5007464, 5007486, 5007476, 5007575, 5007626 | $87.00 |
| Mobile Relays Partners, LTD | AIR0032816 | $865.90 |

**C.** **AI-42995** Requesting authorization for title reports, survey, metes and bounds for the Sunflower Park/CRC Sanitary Sewer Improvements and Partial Road Abandonment of Holmes Road Project.

Project Limits: Holmes Road between State Highway 107 and Mile 17 Road

**D.** **AI-42946** Requesting approval to reimburse funds expensed through the Urban County Program to avoid a finding from the U.S. Department of Housing and Urban Development, so that we may remit to the U.S. Treasury and make the funds available to the Precinct for eligible projects.

**E.** **AI-43061** Right of Way:
Approval of land acquisition from Gary Jackson & Michael Kromeier - Alberta Drain, Parcels 4 & 5

**23.** **Budget & Management - Sergio Cruz:**

**A.** **AI-43003** Update, discussion and options available for refunding of outstanding bonds and authorizing finance team to proceed with preparing refunding of County bonds.

**B.** **AI-43087** 1. Approval of 2014 Certification of Revenues, as certified by the County Auditor, for proceeds from the sale of assets to Hidalgo County DD No.1

2. Approval of 2014 appropriation of funds in the amount of $43,000.00 for Precinct No.4 (Mile 22 1/2) road project.

**C.** **AI-43004** 1. Discussion, consideration, acceptance and approval of Advance Funding Agreement - Amendment#1 between Hidalgo County and Texas Department of Transportation for Mile 2N from SH495 to Moorefield Road project. (CSJ: 0921-02-323)

2. Authority for the County Judge to sign the Advance Funding Agreement - Amendment#1

3. Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $9,097.00 to cover the estimated share of Preliminary Engineering Direct State Costs and with the County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

**D.** **AI-42956** CETRZ:
Discussion and presentation of the County Energy Transportation Reinvestment Zone (CETRZ) possible boundaries and Board Member appointments.

**24.** **Purchasing Department - Marty Salazar:**
**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-42831** A. Pursuant to Article 13.3.3.1, AIA-Form of Agreement between HC & Alcocer-Garcia Associates, project architect for: Renovations/Remodeling of 1st & 2nd Floors of former Administration Building located at 100 E. Cano, Edinburg, Texas confirmation of notification to architect (through Purchasing Dept. after full consultation with Executive Officer) to proceed and engage services of appropriate professional services consultant to assess substance found by General Contractor in an area (as yet not surveyed due to continuous occupancy); or, in the alternative:

   B. Through HC's membership/participation with The Interlocal Purchasing System (TIPS), authority to accept and approve proposals awarded TIPS vendor (AAMECC) for the testing of identified suspicious (possibly ACM) including the writing of specifications for abate/remediation and monitoring services including the issuance of applicable POs.

2. **AI-42833** Approval for the automatic extension of a successive one (1) year term (as provided in the letter of engagement) with **The J. Ramirez Law Firm,** fka, Ramirez & Guerrero, for continued provision of services as Bond Counsel for Hidalgo County.

3. **AI-42999** Consideration and applicable action on the following option items in connection with Financial Advisory Services Provider for Hidalgo County:

   a. Approval to exercise the County's option to renew the two (2) additional years under the same rates, terms and conditions with First Southwest Company for the provision of "Financial Advisory Services" in connection to RFP No: 2010-343-11-10-YZV-Financial Advisory Services project; and/or

   b. Action for Hidalgo County to exercise the thirty (30) days written Notice of Termination to First Southwest Company as provided in the Agreement, more specifically under Section IV-Termination and thus agree that only services provided and expenses incurred to the date of termination will be due and payable; and, if applicable,

   c. Authority to advertise a Request for Proposals (with qualifications) for the engagement and contracting of a professional Financial Advisory Services Provider for Hidalgo County, including approval of basic draft scope of services, requirements and qualifications used in the last solicitation of same.

4. **AI-43083** A. Discussion and status on current reports of possible and/or impending sale of local PBS station KMBH and it's impact on re-broadcast of Hidalgo County Commissioners Court meetings;

   B. Discussion and applicable action to exercise HC option to approve sending the thirty (30) day Notice of Termination (as stipulated in current agreement);

C. Discussion and applicable action on alternative options

**B. Pct. 1**

1. **AI-41237** Approval of a Professional Engineering Service Agreement as reviewed and approved by legal with Chanin Engineering LLC for the purposes of "Engineering Services" for project specific "Delta Lake Pavilion-Hidago County Precinct One" in the amount of $7,500.00 as approved for negotations by CC on 08/20/13 through County's protocol from the "POOL" of Engineering.

2. **AI-42747** Presentation of sole responsible, lowest and best bid received as detailed in tabulation sheet contained herein and meeting all specifications and/or requirements for the purpose of award with approval of contract for Request for Sealed Quotes (as yearly amount purchased does not exceed statutory bid limit) titled: Waste Water Management System" through project No.: 2014-015-01-10-SGS.

**C. Pct. 4**

1. **AI-42989** Request by Time Warner Cable Texas, LLC, dba, Time Warner Cable for Hidalgo County Commissioners Court to accept, approve and execute a Right of Entry Agreement so as to have ROE and provide TWCBC services to Nuestra Clinica Del Valle's Mobile structure at address 300 North 86th Street-Edinburg, Texas a County-owned property.

2. **AI-43007** a. Requesting approval of a "professional engineering services" agreement# **C-13-188-02-11** with **TEDSI INFRASTRUCTURE GROUP, INC.,** for the purposes of "Professional Engineering Services" for "Job Specific" - **PROJECT:"The Reconstruction of Mon Mack Rd from Mile 11 N. Rd north for 0.4 miles"** located within Hidalgo County Precinct No. 4;

   b. Requesting approval of **Work Authorization No. 1 ($ 25,000.00)** from **TEDSI INFRASTRUCTURE GROUP, INC.** for "Professional Engineering Services" in connection to agreement# **C-13-188-02-11** for: "Job Specific" **PROJECT- "The Reconstruction of Mon Mack Rd from Mile 11 N Rd north for 0.4 miles"** located within Hidalgo County Precinct No. 4;

   c. Requesting approval of a "professional engineering services" agreement# **C-13-189-02-11** with **TEDSI INFRASTRUCTURE GROUP, INC.**, for the purposes of "Professional Engineering Services" for "Job Specific" - **PROJECT:"The Reconstruction of Roosevelt Rd Roosevelt Rd from the junction with Owassa Rd to FM 1423 (Valverde Rd)"** located within Hidalgo County Precinct No. 4;

   d. Requesting approval of **Work Authorization No. 1 ($ 55,250.00)** from **TEDSI INFRASTRUCTURE GROUP, INC.** for "Professional Engineering Services" in connection to agreement# **C-13-189-02-11** for: "Job Specific"

**PROJECT- "The Reconstruction of Roosevelt Rd from the junction with Owassa Rd to FM 1423 (Valverde Rd)"** located within Hidalgo County Precinct No. 4;

e. Requesting approval of a "professional engineering services" agreement# **C-13-334-02-11** with **TERRACON CONSULTANTS, INC.** for the purposes of "Professional Engineering Services" for "Job Specific" - **PROJECT: "Mile 17 ½ (between Ware Road and West R.O.W. of HCID No. 1 Canal)** located within Hidalgo County Precinct No. 4;

f. Requesting approval of **Work Authorization No. 1 ($ 15,010.00)** from **TERRACON CONSULTANTS, INC**. for "Professional Engineering Services" in connection to agreement# **C-13-334-02-11** for: "Job Specific" **PROJECT- "Mile 17 ½ (between Ware Road and West R.O.W. of HCID No. 1 Canal)"** located within Hidalgo County Precinct No. 4

g. Acceptance and approval of **Amendment No.1 to WA#1** (to clarify and correct Attachment D-Warehouse Foundation Plan erroneously listed as "20 x 60" and should reflect as "40 x 60") in connection to Agreement **(C-13-281-11-19)** with **LAZCAMREA, LLC** d/b/a **FULCRUM CONSUTLING SERVICES** for the purposes of a **"Warehouse Facility"** for Hidalgo County Precinct No. 4.

**3. AI-43012** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional appraisal services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional appraisal services for Brewster Park-Land Exchange project in Precinct No. 4.

| Evaluator | HLH Appraisal Services | Integra Realty Resources Austin | George J. Salazar |
|---|---|---|---|
| Evaluator | 94 | 93 | 96 |
| Ranking | | | |

C. Authority for the Purchasing Department to negotiate a professional appraisal services contract with the No. 1 ranked firm of _____ for: Brewster Park-Land Exchange project in Precinct No. 4.

**D. Health & Human Services Dept.**

1. **AI-42990** Acceptance and approval of a negotiated Consulting Services Contract with Kevin Nolting, dba, Nolting Consulting LLC for the provision of "The Medicaid 1115 Waiver Texas Healthcare Transformation And Quality Improvement Program" as Commissioners Court previously approved exemption of a professional service on December 20, 2013-AI#41730.

2. **AI-42666** Presentation of responsible, lowest and best bid received as detailed in tabulation sheet contained herein and meeting all specifications and/or requirements for the purpose of award with approval of contract for RFB titled: Hidalgo County Health & Human Services Department- " Funeral and Burial Services for Hidalgo County Qualified Indigent Families" through project No.: 2014-008-01-08-SGS.

**E. Elections Department**

1. **AI-42952** A. Acceptance and approval of a claim from STAPLES ADVANTAGE Invoice #3212575992 in the amount of $17.34 arising from PO#699546 as supplies are used through the year as detailed in Memo dated 01-29-14 and do not fall under the HC Accounting Procedures Manual, Non-Travel Meals, Refreshments, and Related Expenses;

   B. Requesting exception from Hidalgo County's adopted Accounting Procedures Manual, Non-Travel Meals, Refreshments, and Related Expenses(as not applicable) for all upcoming duly requisitioned and processed POs due to unknown amount of people that will be attending at any of the meetings/trainings that are conducted by Elections and as further explained and detailed in Memo dated 01-30-14.

**F. Sheriff's Office**

1. **AI-42246** Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications/requirements for the purpose of award and approval of contract for Request of Bid titled: Hidalgo County Sheriff's Office- " Repair-Installation & Removal of Communication & Radio Tower Misc. Equipment" through project No.: 2014-001-02-11-SGS.

2. **AI-42908** a. As recommended by HC S/O for HCCC to exercise and approved County's option to terminate (under Article 11-Termination and Suspension) as stated in the current agreement with Prodigy Construction Management, LLC, for "Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project," by providing/forwarding a thirty (30) day written notice of termination citing budgetary constraints as cause;

   b. Requesting acceptance and approval of Invoice No. 4 in the amount of $12,363.76, from contracted vendor, Prodigy Construction Management, LLC in connection with contract C-13-010-03-05, construction management services for the "Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project".

3. **AI-42947** Acceptance and approval of claims arising from PO#s 693384 & 696430 to Mike Young Printing for the following:

Invoice #21506 for $156.75;
Invoice #21573 for $ 89.98

which constitute amounts due to check printing overruns that the Sheriff's Department accepted/kept and is utilizing but not included in original requisition or POs.

**G. Co. Wide**

1. **AI-42766** Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Electrical Materials & Supplies-RFB No. 2013-278-12-18-MEG.

**25. Open Forum**

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

**A.** Real Estate Acquisition

**B.** Pending and/or potential litigation

**C. AI-43093** Cause No. D-1-GV-14-000052; Greg Abbott, Attorney General of Texas v. Hidalgo County, Texas and Arturo Guajardo Jr., in his official capacity as Hidalgo County Clerk

**D. AI-42930** Cause No. C-2940-11-D; County of Hidalgo, Texas v. Insurors Indemnity Company v. Total Commitment, LLC, Pedro A. & Sylvia L. Gutierrez

**E. AI-42937** Cause No. 7:12-cv-116 Luis Caudillo v. Hidalgo County Sheriff's Department

**F. AI-42962** CL-14-0359-E; Mary Lou Gomez v. Hidalgo County

**G. AI-43040** C-0582-14-E; Cynthia Cantu v. Sarai Navarro and County of Hidalgo

**H. AI-43102** County v. MERS (Mortgage Electronic Registration Systems)

**I. AI-42893** Auto Loss Claim 13-08-23-0230

**J. AI-42933** Auto Loss Claim 13-11-05-0920

**27. Open Session:**

**A.** Real Estate Acquisition and appropriation for same

**B.** Pending and/or potential litigation

**C.** **AI-43094** Cause No. D-1-GV-14-000052; Greg Abbott, Attorney General of Texas v. Hidalgo County, Texas and Arturo Guajardo Jr., in his official capacity as Hidalgo County Clerk

**D.** **AI-42931** Cause No. C-2940-11-D; County of Hidalgo, Texas v. Insurors Indemnity Company v. Total Commitment, LLC, Pedro A. & Sylvia L. Gutierrez

**E.** **AI-42938** Cause No. 7:12-cv-116 Luis Caudillo v. Hidalgo County Sheriff's Department

**F.** **AI-42963** CL-14-0359-E; Mary Lou Gomez v. Hidalgo County

**G.** **AI-43041** C-0582-14-E; Cynthia Cantu v. Sarai Navarro and County of Hidalgo

**H.** **AI-43103** County v. MERS (Mortgage Electronic Registration Systems)

**I.** **AI-42894** Auto Loss Claim 13-08-23-0230

**J.** **AI-42934** Auto Loss Claim 13-11-05-0920

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

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

**30.** **Adjourn**

**AI-43031** **Comm. Court Executive Office 5. C.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo,
EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Approval of Resolution in support for the application of Orchard Estates, LP to the Texas Department of Housing and Community Affairs for 2014 Competitive Nine-Percent Housing Tax Credits and for the Development of Orchard Estates Apartments to be located on 10+/- Acres of Land on the East Side of Stewart Road, North of Mile 4 in the ETJ of Alton, Hidalgo County, Texas 78573

### BACKGROUND

## Attachments

Resolution

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/05/2014 03:40 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Monica Badillo Started On: 02/05/2014 03:11 PM

Final Approval Date: 02/07/2014

RESOLUTION NO. _____

A RESOLUTION OF HIDALGO COUNTY, TEXAS, EXPRESSING SUPPORT FOR THE APPLICATION OF ORCHARD ESTATES, LP, TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2014 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS AND FOR THE DEVELOPMENT OF ORCHARD ESTATES APARTMENTS TO BE LOCATED ON 10+/- ACRES OF LAND ON THE EAST SIDE OF STEWART ROAD, NORTH OF MILE 4 IN THE ETJ OF ALTON, HIDALGO COUNTY, TEXAS 78573

WHEREAS, Orchard Estates, LP ("Applicant") has brought to Hidalgo County, Texas a proposal to develop an affordable rental housing community named Orchard Estates Apartments to be located on 10+/- acres of land on the East Side of Stewart Road North of Mile 4 in the ETJ of Alton, Hidalgo County, Texas 78573.

WHEREAS, the Applicant intends to file an application to the Texas Department of Housing and Community Affairs (TDHCA) for an allocation of 2014 Competitive 9% Housing Tax Credits (HTC) for the construction and development of Orchard Estates Apartments.

WHEREAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, applicants who provide a resolution of support from the governing body of the county where the development site is located will improve the overall success of its application.

WHEREAS, the Applicant has requested from the County Commission of Hidalgo County, Texas support for its application to TDHCA and the development of Orchard Estates Apartments.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF HIDALGO COUNTY, TEXAS, that:

1. Hidalgo County, Texas expressly supports Applicant's application to TDHCA for HTC and the development of Orchard Estates Apartments for affordable rental housing, at its proposed location on 10+/- acres of land located on the East Side of Stewart Road, North of Mile 4 in the ETJ of Alton, Hidalgo County, Texas 78573.

DULY RESOLVED by the County Commission of Hidalgo County, Texas, on this the _____ day of _____, 2014.

_____
Ramon Garcia, Hidalgo County Judge

ATTEST: APPROVED:

_____ _____

_____ _____, Attorney

**AI-42872** **Comm. Court Executive Office 5. D.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Approval to accept settlement check from GEICO Insurance Company in the amount of $1,199.92 on behalf of Adult Probation to settle auto accident. (Adult Probation)

**BACKGROUND**

DOL: 12/01/13

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-360-00-000-005-0-000

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

**BUDGETARY IMPACT:**

GEN FUND-MISC REV-INSURANCE CLAIMS

## Attachments

GEICO Settlement Check

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/29/2014 01:25 PM |
| Obdett Calzada | Obdett Calzada | 01/30/2014 04:08 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Aida Alvarez Started On: 01/28/2014 01:23 PM

Final Approval Date: 02/07/2014

## Detailed Payment Summary

GEICO ADVANTAGE INSURANCE CO
Field Claim Center: 09 Dallas

**NO. N 166228453**
**Date:** 01/14/2014

*0000213815167801010 22C05261*

4201 SPRING VALLEY RD
DALLAS TX 75244-3631

**Claim #:** 0381516780101022
**Date of Loss:** 12/01/2013

**Claimant Name:** County Hidalgo Attn Safety
**Insured Name:** Al Robert Chapa
**Tax ID / SS# /**
**Atty ADJ Code:**
**Adjuster Code:** F307

**Pay To:**
County Hidalgo Attn Safety Dept

County Hidalgo Attn Safety Dept
PO Box 1356
Edinburg TX 78540-1356

**Total Amount:**
$****1,199.92

**Payment Type:**
LOSS

**IP AND FEATURE AND AMOUNT**
03 APD $***1199.92

**In Payment Of**
Property Damage Coverage

## Visit geico.com

**Now, parties involved in a GEICO claim can track the progress of the claim, view damage photos and more at geico.com! *GEICO policyholders can make a payment, change drivers or vehicles and request additional coverages.* Not insured with GEICO? 15 minutes could save you 15% or more on car insurance. Of course, we're also available for policy or claim service 24/7 at 1-800-841-3000.**

* These online services are unavailable to Assigned Risk policyholders.

clmschck

PLEASE DETACH AND KEEP FOR YOUR RECORDS

GEICO ADVANTAGE INSURANCE CO
4201 SPRING VALLEY RD
DALLAS TX 75244-3631

**Bank of America**
Hartford, CT 06120
51-44
119 CT

**Claim Number:** 0381516780101022

**NO. N 166228453**
VOID AFTER 180 DAYS

**Claimant:**
County Hidalgo Attn Safety

**Insured Name:**
Al Robert Chapa

**Date:** 01/14/2014

**Feature Symbol & Amount**
APD $***1199.92

**Amount:**
$****1,199.92

**ONE-THOUSAND-ONE-HUNDRED-NINETY-NINE*AND*92/100*DOLLARS**********

**Pay to the Order of:**
County Hidalgo Attn Safety Dept

**In Payment of:**
Property Damage Coverage

**Mail To:**
County Hidalgo Attn Safety Dept
PO Box 1356
Edinburg TX 78540-1356

C G Schaa

⑈166228453⑈ ⑆011900445⑆ 000000019191⑈

Quote for Rear Repair Only. Rear Damage of County vehicle

MAACO COLLISION REPAIR
1500 W. POLK
PHARR, TEXAS 78577
OFFICE: 956-664-0405 FAX: 956-664-0506
TEXAS TAX ID # 1-74-2354530-4

***** PRELIMINARY ESTIMATE *****

01/06/2014 02:11 PM

**Owner**

**Owner:** HIDALGO COUNTY PROBATION
**Contact:** SERGIO REYES
**Address:**
**Work/Day:** (956)533-0574

**Inspection**

**Inspection Date:** 01/06/2014 02:13 PM
**Primary Impact:** Right Rear Corner
**Inspection Type:**
**Secondary Impact:**

**Appraiser Name:** TIM HONEYCUTT
**Address:** 1500 W. POLK
**City State Zip:** Pharr, TX 78577
**Email:** MAACO1582@AOL.COM
**Appraiser License # :**
**Work/Day:** (956)664-0405
**FAX:**

**Repairer**

**Repairer:** MAACO COLLISION REPAIR
**Address:** 1500 W. POLK
**City State Zip:** PHARR, TX 78577
**Email:** thoney1006@aol.com
**Contact:** TIM HONEYCUTT
**Work/Day:** (956)664-0405
**FAX:** (956)664-0506

**Vehicle**

2012 Ford Escape XLT 4 DR Wagon
6cyl Gasoline 3.0 Flex
6-Speed Automatic

**Lic Expire:**
**Veh Insp# :**
**Condition:**
**Ext. Refinish:** Two-Stage
**VIN:** 1FMCU0DG6CKC47844
**Mileage Type:** Actual
**Code:** P7123C
**Int. Refinish:** Two-Stage

**Options**

| | | |
|---|---|---|
| 2nd Row Head Airbags | AM/FM CD Player | Air Conditioning |
| Aluminum/Alloy Wheels | Anti-Lock Brakes | Auto Headlamp Control |
| Automatic Dimming Mirror | Bucket Seats | Center Console |
| Chrome Grille | Cruise Control | Dual Airbags |
| Flip-Up Liftgate Window | Floor Mats | Fog Lights |
| Halogen Headlights | Head Airbags | Illuminated Visor Mirror |
| Intermittent Wipers | Keyless Entry Keypad | Keyless Entry System |
| Leather Steering Wheel | Lighted Entry System | MP3 Player |
| Overhead Console | Power Brakes | Power Door Locks |
| Power Drivers Seat | Power Mirrors | Power Steering |
| Power Windows | Rear Step Bumper | Rear Window Defroster |
| Rear Window Wiper/Washer | Roof/Luggage Rack | Side Airbags |
| Sirius Satellite Radio | Split Folding Rear Seat | Stability Cntrl Suspensn |



Jan 06 2014 4:52PM Maaco Collision 9566640506 page 2

Strg Wheel Radio Control | Tachometer | Tilt Steering Wheel
Tinted Glass | Tire Pressure Monitor | Traction Control System
Trip Computer | Velour/Cloth Seats

**Damages**

| Line | Op | Guide | MC | Description | MFR.Part No. | Price | ADJ% | B% | Hours | R |
|---|---|---|---|---|---|---|---|---|---|---|
| **Rear Bumper** | | | | | | | | | | |
| 1 | EC | 566 | | Cover,Rear Bumper | Replace Economy | $189.00* | | | 0.5 | SM |
| 2 | L | 566 | 13 | Cover,Rear Bumper | Refinish | | | | 3.4 | RF |
| | | | | | 2.3 Surface | | | | | |
| | | | | | 0.6 Two-stage setup | | | | | |
| | | | | | 0.5 Two-stage | | | | | |
| 3 | E | 55 | | Reinf,Rear Bumper | 9L8Z17D942A | $117.25 | | | 1.3 | SM |
| 4 | EC | 567 | | Absorber,Rear Bumper | Replace Economy | $76.00* | | | INC | SM |
| **Rear Body, Lamps And Floor Pan** | | | | | | | | | | |
| 5 | E | 581 | | Muffler Assembly | 9L8Z5A212C | $256.54 | | | 0.4 | ME |
| 6 | I | 486 | | Pnl,Rear Body Outer | Repair | | | | 2.0* | SM |
| 7 | L | 486 | | Pnl,Rear Body Outer | Refinish | | | | 1.2 | RF |
| | | | | | 1.0 Surface | | | | | |
| | | | | | 0.2 Two-stage | | | | | |
| **Manual Entries** | | | | | | | | | | |
| 8 | SB | | | waste removeal | Sublet Repair | $5.00* | | | | SM* |
| **8** | **Items** | | | | | | | | | |

| MC | Message |
|---|---|
| 13 | INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE |

**Estimate Total & Entries**

| | | | | | | |
|---|---|---|---|---|---|---|
| **Gross Parts** | | | | | $373.79 | |
| **Other Parts** | | | | | $265.00 | |
| **Paint Materials** | | | | | $128.80 | |
| **Parts & Material Total** | | | | | | $767.59 |
| **Tax on Parts & Material** | | | @ 8.250% | | | $63.33 |
| **Labor** | **Rate** | **Replace Hrs** | **Repair Hrs** | **Total Hrs** | | |
| **Sheet Metal (SM)** | $40.00 | 1.8 | 2.0 | 3.8 | $152.00 | |
| **Mech/Elec (ME)** | $70.00 | 0.4 | | 0.4 | $28.00 | |
| **Frame (FR)** | $50.00 | | | | | |
| **Refinish (RF)** | $40.00 | 4.6 | | 4.6 | $184.00 | |
| **Paint Materials** | $28.00 | | | | | |
| **Labor Total** | | | | 8.8 Hours | | $364.00 |
| **Sublet Repairs** | | | | | $5.00 | |
| **Gross Total** | | | | | | **$1,199.92** |
| **Net Total** | | | | | | **$1,199.92** |

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 78577 Audatex Host



Jan 06 2014 4:52PM Maaco Collision 9566640506 page 3

**AI-42819** **Comm. Court Executive Office 5. E.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

**Tropical Texas Behavioral Health (1100):**

1. Approval of payment to Tropical Texas Behavioral Health for FY 2014 county allocation of required local match in the amount of $850,076.00 for DSHS Contract #2014-039599-001 in accordance with Texas Health & Safety Code Section 534.066 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor

2. Approval of payment to Tropical Texas Behavioral Health for FY 2014 county allocation match in the amount of $159,334.00 for psychiatric emergency crisis services - DSHS Contract #2014-0398293 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor

**TOTAL PAYMENT AMOUNT $ 1,009,410.00**

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-444-00-125-016-0-841

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

**BUDGETARY IMPACT:**

Funds available as of 1/24/14.

## Attachments

invoices

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/24/2014 03:43 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Monica Badillo Started On: 01/23/2014

Final Approval Date: 02/07/2014

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

RECEIVED BY
COUNTY AUDITOR
2013 DEC 2 PM 1 16

Date: November 25, 2013

Honorable Ray Eufracio, CPA
County Auditor
County of Hidalgo
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

RE: Invoices for Local Contribution for Fiscal Year 2014

Dear Mr. Eufracio:

Enclosed are the invoices from Tropical Texas Behavioral Health for Hidalgo County's local contribution. In addition, information regarding the calculation of the contribution is enclosed. The contribution is the prorated portion of the state required local match pursuant to the V.T.C.A Health & Safety§ Code, §534.066.

Your prompt remittance of payment will be greatly appreciated. Please give me a call at 289-7015 if you have any questions.

Sincerely,

Beatriz Trejo
Chief Financial Officer

Enc: Invoices

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 12/17/13 BY:

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

DATE: NOVEMBER 25, 2013

**TO:**
Honorable Ray Eufracio, CPA
County Auditor
Hidalgo County
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

**FOR:**
FY 14 County Allocation of Required Local Match

| DESCRIPTION | AMOUNT |
|---|---|
| FY 14 County Allocation of Required Local Match<br>Department of State Health Services Contract #2014-039599-001<br>Texas Department of Aging and Disability Services Contract: 2013<br>Match percentage for each county is determined by Department of State Health Services | $850,076.00 |
| TOTAL | $850,076.00 |

Make all checks payable to Tropical Texas Behavioral Health
Payment is due within 30 days.

**Thank you for your business!**

4-1100-444-00-125-016-0-841

INVOICE RECEIVED BY: J Morreca on 12/17/13

GOODS/SERVICES RECEIVED BY: _____ on _____

MP



V# 38792

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

DATE: NOVEMBER 25, 2013

**TO:**
Honorable Ray Eufracio, CPA
County Auditor
Hidalgo County
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

**FOR:**
FY 14 County Allocation Match Psychiatric Emergency Crisis

| DESCRIPTION | AMOUNT |
|---|---|
| FY 14 County Allocation of Required Local Match – Psychiatric Emergency Crisis Services<br>Department of State Health Services Contract #2014-0398293 | $159,334.00 |
| TOTAL | $159,334.00 |

Make all checks payable to Tropical Texas Behavioral Health
Payment is due within 30 days.

**Thank you for your business!**

INVOICE RECEIVED BY: _____ on 12/17/13
GOODS/SERVICES RECEIVED BY: _____ on _____

4-1100-444-00-125-016-0-841

# TROPICAL TEXAS BEHAVIORAL HEALTH
## FY 14 LOCAL MATCH - ALLOCATION

| DESCRIPTION | General Revenue/Block | LESS: NGM | BASIS | MATCH |
|---|---|---|---|---|
| Mental Health - Adult | $13,973,222 | ($1,449,700) | $12,523,522 | $751,411 |
| Mental Health - Children | 4,284,177 | (7,680) | 4,276,497 | $256,590 |
| Mental Health Crisis | 2,800,856 | | 2,800,856 | $168,051 |
| Subtotal Mental Health | 21,058,255 | (1,457,380) | 19,600,875 | 1,176,053 |
| Intellectual Deveoplment Disorder | 2,286,852 | | 2,286,852 | 130,351 |
| Total Requiring Local Match | 23,345,107 | (1,457,380) | 21,887,727 | 1,306,403 |
| | | | | |
| Psychiatric Emergency Services | 980,513 | | 980,513 | 245,128 |
| Total Local Match Required | | | | $1,551,531 |

| Basis for Local Match | Hidalgo County | Cameron County | Willacy County | Total |
|---|---|---|---|---|
| Statics supplied by DSHS in FY 14 Contract | 1,009,581 | 514,177 | 27,772 | 1,551,531 |
| Percent of Total | 65.07% | 33.14% | 1.79% | 100% |
| | | | | |
| PESC MATCH | 65% | 35% | | 100% |
| | | | | |
| **Amounts Invoiced** | | | | |
| Local Match Required at DSHS 6%/DADS 5.7% | 850,076 | 432,942 | 23,385 | 1,306,403 |
| PESC Match Required at 25% | 159,334 | 85,795 | | 245,129 |
| **Total by County** | **$1,009,410** | **$518,737** | **$23,385** | **$1,551,531** |

**AI-42921** **Comm. Court Executive Office 5. F.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Approval of 2014 Museum Funding Agreement between County of Hidalgo and Museum of South Texas History in the amount of $ 270,000.00.

### BACKGROUND

Acct. #4-1100-451-32-125-021-0-843
Req #251097

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-451-32-125-021-0-843

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

**BUDGETARY IMPACT:**

Funds available through REQ# 251097, as of 1/31/2014.

## Attachments

legal

agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/31/2014 02:11 PM |
| Obdett Calzada | Obdett Calzada | 01/31/2014 02:21 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Monica Badillo Started On: 01/29/2014

Final Approval Date: 02/07/2014

**Zimbra** **monica.badillo@co.hidalgo.tx.us**

## RE: museum agreement - Edinburg

**From :** Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Thu, Jan 30, 2014 11:09 AM
**Subject :** RE: museum agreement - Edinburg
**To :** 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>
**Cc :** 'michael garza' <michael.garza@da.co.hidalgo.tx.us>
**Reply To :** josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Looks good,

thanks

**Josephine Ramirez Solis**
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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

---

**From:** Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
**Sent:** Thursday, January 30, 2014 10:50 AM
**To:** josephine ramirez
**Cc:** michael garza
**Subject:** museum agreement - Edinburg

Hi Josie,
This is another agreement for Edinburg Museum; I also changed the amount only.
Please review and advise.
Thanks,

**Monica Badillo, Court Administrator**
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

**STATE OF TEXAS** §
§
**COUNTY OF TEXAS** §

# MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the "Agreement") is made and entered into on this the 11th day of February, 2014 but is made effective the 1st day of January, 2014, by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the "County" and the Museum of South Texas History, a Texas non-profit corporation hereinafter referred to as the "Museum".

**W I T N E S S E T H:**

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Edinburg, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in operating its facilities during the calendar year 2014.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a historical Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.

2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.

3. **Consideration.** As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of Two Hundred Seventy Thousand and 00/100ths Dollars ($270,000.00), payable in twelve (12) equal monthly installments, beginning January 1, 2014 and ending December 31, 2014.

4. **Term.** The period of this Agreement will be for one (1) year, commencing on January 1, 2014 and ending December 31, 2014.

5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.

6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended, replaced or recorded.

7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently posses with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.

8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the County and Museum, and not otherwise.

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to County: Hidalgo County, Texas
Attention: County Judge
P.O. Box 1356
Edinburg, Texas 78540-1356

If to Museum: Museum of South Texas History
Attention: Executive Director
200 N. McIntyre
Edinburg, Texas 78541

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

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

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

15. **Assignment.** This Agreement shall not be assignable.

16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

18. **Authority to Execute.** The execution and performance of this Agreement by District 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 Museum and County in accordance with its terms.

19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code §318.011 and 331.001, et. seq.

**WITNESS THE HANDS OF THE PARTIES** and effective as of the day and year first written above.

**COUNTY OF HIDALGO, TEXAS**

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

**Museum of South Texas History**

By: _____
Jim Brown, Chairman, Board of Trustees

ATTEST:

_____
Stephanie Moore, Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

BY:_____
Josephine Ramirez Solis

**AI-42927** **Comm. Court Executive Office 5. G.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo,
EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

**CAPTION**

Approval of 2014 Museum Funding Agreement between County of Hidalgo and the Mission Historical Museum in the amount of $ 30,000.00

**BACKGROUND**

4-1100-451-32-125-033-0-843
Req#251096

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-451-32-125-033-0-843

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

**BUDGETARY IMPACT:**

Funds available through REQ# 251096, as of 2/4/2014.

## Attachments

agreement
legal

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/03/2014 09:46 AM |
| Obdett Calzada | Obdett Calzada | 02/04/2014 03:55 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Monica Badillo Started On: 01/30/2014 11:12 AM

Final Approval Date: 02/07/2014

**STATE OF TEXAS §**
**§**
**COUNTY OF TEXAS §**

# MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the ”Agreement”) is made and entered into on this the 11th day of February, 2014 by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the “County” and the Mission Historical Museum, a Texas non-profit corporation hereinafter referred to as the “Museum”.

**W I T N E S S E T H:**

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Mission, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in operating its facilities during the calendar year 2014.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a historical Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.

2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.

3. **Consideration.** As consideration for the above and foregoing services that are

provided for and on behalf of County, County agrees to pay Museum the sum of Thirty Thousand and 00/100ths Dollars ($30,000.00), payable in twelve (12) equal monthly installments, beginning January, 2014 and ending December, 2014.

4. **Term.** The period of this Agreement will be commencing on January 1, 2014 and ending December 31, 2014.

5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.

6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended, replaced or recorded.

7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently posses with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.

8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach

of the same or any other provision hereof.

10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by the County and Museum, and not otherwise.

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

| | |
|---|---|
| If to County: | Hidalgo County, Texas<br>Attention: County Judge<br>P.O. Box 1356<br>Edinburg, Texas 78540-1356 |
| If to Museum: | Mission Historical Museum<br>Attention: Executive Director<br>900 Doherty<br>Mission, Texas 78572 |

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

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

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

15. **Assignment.** This Agreement shall not be assignable.

16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

18. **Authority to Execute.** The execution and performance of this Agreement by Museum, 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 Museum and County in accordance with its terms.

19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the County does not appropriate sufficient funds to meet the obligations of the County under this Agreement, then County may terminate this Agreement upon ninety (90) days written notice to Museum. 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 County hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code §318.011 and 331.001, et. seq.

**WITNESS THE HANDS OF THE PARTIES** and effective as of the day and year first

written above.

**COUNTY OF HIDALGO, TEXAS**

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

**MISSION HISTORICAL MUSEUM**

By:_____
Chairman, Board of Trustees

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY
DISTRICT ATTORNEY'S OFFICE

BY:_____
Josephine Ramirez Solis

**Zimbra** **monica.badillo@co.hidalgo.tx.us**

**RE: Mission Museum**

**From :** Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Tue, Feb 04, 2014 02:06 PM
**Subject :** RE: Mission Museum
**To :** 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>
**Reply To :** josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Looks good.

**Josephine Ramirez Solis**
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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

**From:** Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
**Sent:** Tuesday, February 04, 2014 2:02 PM
**To:** josephine ramirez
**Subject:** Fwd: Mission Museum

Did you get a chance to review this?

**From:** "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
**To:** "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
**Sent:** Thursday, January 30, 2014 11:59:23 AM
**Subject:** Mission Museum

Josie,
Another one, for Mission.
Please review and advise;
(Notice the dates, I have changed Donna's as well.)
Eff. 2/11/14
but for period of Jan. 1, 2014 thru Dec 31, 2014.
Thanks,

**Monica Badillo, Court Administrator**
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

**AI-42918** **Comm. Court Executive Office 5. H.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo,
EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Approval of 2014 Museum Funding Agreement between County of Hidalgo and the Donna Hooks Fletcher Museum in the amount of $ 30,000.00

### BACKGROUND

Req. #251098
Acct. #4-1100-451-32-125-022-0-843

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-451-32-125-022-0-843

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

**BUDGETARY IMPACT:**

Funds available through REQ# 251098 as of 1/30/14.

## Attachments

request
legal
agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/30/2014 09:30 AM |
| Obdett Calzada | Obdett Calzada | 01/30/2014 04:16 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Monica Badillo Started On: 01/29/2014

Final Approval Date: 02/07/2014

DONNA HOOKS FLETCHER

# MUSEUM

*Historically located in "The Heart of the Valley"*

January 21, 2014

Attn: Mari Gutierrez

Dear Commissioner Cuellar,

We are respectfully requesting funding of $30,000.00 for the year 2014 from the County of Hidalgo for the Donna Hooks Fletcher Historical Museum. Please proceed with placing an agenda item on the next available Commissioner's Court meeting for the approval of the Museum Funding Agreement that is necessary for the processing of our request.

I have attached a copy of a 2014 approved budget memo from the Hidalgo County Budget Officer, Sergio Cruz.

Thank you for your consideration of our request. Please feel free to contact me directly at (956)464-9989 if you have any questions.

Sincerely,

Oscar G. Adame

Oscar G. Adame, Vice President
Donna Hooks Fletcher Historical Museum

129 South 8th Street • Post Office Box 716 • Donna, Texas 78537
Voice: (956)464-9989 • Fax (956)464-5507

# HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

COPY

received at 11/2/13

October 31, 2013

Donna Hooks Fletcher Museum
P.O. Box 716
Donna, Texas 78537

Attn: Executive Director
Re: 2014 approved budget

Please be advised that on September 24, 2013 Hidalgo County adopted the 2014 budget. During the past few years Hidalgo County has been faced with financial difficulties and unfortunately was required to make substantial budget cuts. The 2014 Budget consisted of budget reductions to all county departments including a 25% reduction to aid to non-governmental agencies. Therefore, for fiscal year 2014 your budget was reduced to $30,000, a total reduction of $10,000.

The Department of Budget and Management under the direction of Commissioners' Court is committed to make the best possible decisions to avoid or minimize the impact to constituents and employees of this County. We recognize that these budget cuts will have an adverse effect on operations; however, we must do everything we can to maintain the quality of services provided to our county constituents and continue to steadily progress through the hardship currently experienced by Hidalgo County.

If you have any questions related to this matter please feel free to call me or Mrs. Dina Trevino at 292-7025.

Sincerely

Sergio Cruz
Hidalgo County Budget Officer

Cc: Valde Guerra, Comm. Court Executive Officer

**Zimbra** **monica.badillo@co.hidalgo.tx.us**

## RE: museum agreement

**From :** Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Thu, Jan 30, 2014 09:04 AM
**Subject :** RE: museum agreement 1 attachment
**To :** 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>
**Cc :** michael garza <michael.garza@da.co.hidalgo.tx.us>
**Reply To :** josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Monica,

Be sure to use the attached revised agreement. I changed the provision at paragraph 3 on consideration.

Otherwise, I approve as to form.

Thanks.

**Josephine Ramirez Solis**
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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

**From:** Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
**Sent:** Wednesday, January 29, 2014 5:15 PM
**To:** josephine ramirez
**Subject:** museum agreement

Hi Josie,
Please review and approve. (same as last year except amount is now $30K not $40K)
Thanks,

**Monica Badillo, Court Administrator**
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

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**Donna Museum-2014-revised.doc**
44 KB

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**STATE OF TEXAS §**
**§**
**COUNTY OF TEXAS §**

# MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the "Agreement") is made and entered into on this the 11th day of February, 2014 by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the "County" and the Donna Hooks Fletcher Museum, a Texas non-profit corporation hereinafter referred to as the "Museum".

**W I T N E S S E T H:**

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Donna, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in operating its facilities during the calendar year 2014.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a historical Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.

2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.

3. **Consideration.** As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of Thirty Thousand and 00/100ths Dollars ($30,000.00), payable in twelve (12) equal monthly installments, beginning January, 2014 and ending December, 2014.

4. **Term.** The period of this Agreement will be commencing on January 1, 2014 and ending December 31, 2014.

5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.

6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended, replaced or recorded.

7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently posses with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.

8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

9. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by the County and Museum, and not otherwise.

11. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to County: Hidalgo County, Texas
Attention: County Judge
P.O. Box 1356
Edinburg, Texas 78540-1356

If to Museum: Donna Hooks Fletcher Museum
Attention: Executive Director
P.O. Box 716
Donna, Texas 78537

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

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

14. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15. **Assignment.** This Agreement shall not be assignable.

16. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

18. **Authority to Execute.** The execution and performance of this Agreement by Museum, 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 Museum and County in accordance with its terms.

19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the County does not appropriate sufficient funds to meet the obligations of the County under this Agreement, then County may terminate this Agreement upon ninety (90) days written notice to Museum. 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 County hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code §318.011 and 331.001, et. seq.

**WITNESS THE HANDS OF THE PARTIES** and effective as of the day and year first written above.

**COUNTY OF HIDALGO, TEXAS**

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

**DONNA HOOKS FLETCHER MUSEUM**

By:_____
Chairman, Board of Trustees

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY

BY:_____
Josephine R. Solis

**AI-42776** **Constables 6. A.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Constable Celestino Avila Jr **Submitted By:** Joe Espinoza, CONSTABLE PCT. #1

**Department:** CONSTABLE PCT. #1

## Information

**CAPTION**

Constable Pct. #1:
Discussion, consideration, and approval for Hidalgo County Constable Pct. 1 continued participation in Texas 1033 Surplus Property Program.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:**

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

**BUDGETARY IMPACT:**

No Budgetary Impact; approval for continued participation in...

Dept. will be responsible for all transportation costs incident to the redistribution or collection of any transferred property.

## Attachments

application letter

application 2

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/23/2014 05:06 PM |
| Manuel Chapa | Manuel Chapa | 01/24/2014 02:09 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Joe Espinoza Started On: 01/22/2014 10:50 AM

Final Approval Date: 02/07/2014

# TEXAS 1033 SURPLUS PROPERTY PROGRAM
## APPLICATION LETTER

TO: Texas Department of Public Safety
ATTN: Texas 1033 Program
5805 N. Lamar Blvd.
BLDG G
Austin, TX 78752

AGENCY: Hidalgo County Constable Pct 1

SUBJECT: Request Authorization for Screening and Receiving Surplus Property

1. Our Agency request that the personnel listed on the attached Law Enforcement Agency (LEA) Data Sheet be granted authorization to screen for and receive excess federal property as defined in the Defense Authorization Act, 1997, Public Law 104-181 Section 1033, Transfer of Excess Personal Property.

2. We, the undersigned, understand and agree that failure to comply with the terms of this application is in direct conflict with the intent of this program, and failure on our agency's part to abide by the terms and conditions of the Texas 1033 Program may result in termination from the program and other sanctions including civil or criminal prosecution.

3. We understand and agree that we are responsible for all transportation costs incident to the redistribution or collection of any transferred property. Transferred property must be removed from the Defense Reutilization and Marketing Offices (DRMO) within fourteen (14) days or sooner if so directed by the DRMO. Failure to claim and remove property may result in the redistribution of the property to another agency.

4. We understand and agree that this property is transferred from the Department of Defense (DoD). Transferred property must have a direct application to the LEA's street law enforcement, arrest and apprehension mission. Transferred property may not be disposed of, bartered or transferred without prior notification, written authorization and instructions from the Texas 1033 Program, including instances in which property is no longer serviceable for law enforcement use.

5. We understand and acknowledge that at no time can transferred aircraft or weapons be sold. Additionally, assigned aircraft or weapons cannot be disposed of, bartered or transferred without written consent from the Texas 1033 Program. Failure to comply will result in eternal termination from the program and possible civil or criminal prosecution.

6. We have read and understand, in its entirety, the Texas Military Surplus Property and Procurement Program booklet. We understand and agree to comply with the terms and conditions of the Texas 1033 Program and have signed the Release of Liability Statement.

7. We understand that the Federal Freedom of Information Act and the Texas Open Records Act apply to all property received under the Texas 1033 Program.

8. We understand and agree that our authorization to screen and receive property expires one year from the Law Enforcement Support Office (LESO) authorization letter date. We also understand that it is our responsibility to submit a new Texas 1033 Program application packet each year prior to the one year anniversary of our Authorization Letter and/or when there are administration changes and a new LEA Data Sheet when there are any personnel changes. Failure to comply may result in suspension from the program and possible termination.

9. We understand that the inventory form (TX 1033 Form A6) will be completed and maintained for all transferred property. Additionally, we acknowledge that the inventory form must be submitted annually with the application packet to maintain compliance with program policies. Failure to comply may result in suspension of the program and possible termination.

10. We understand that if a vehicle is obtained through the Texas 1033 Program, the LEA will forward photocopies of both (1) the United States Government Certificate to Obtain Title to a Vehicle (SF 97); and (2) the Texas Certificate of Title (Form 30-C) to the Texas 1033 Program Office within thirty (30) days of receipt.

Celestino Avila Jr

AGENCY CHIEF EXECUTIVE OFFICIAL[1]:

Signature

01/22/2014
Date

Celestino Avila Jr. Constable
Name / Title

AUTHORIZED OFFICIAL[2]:

Signature

Date

Ramon Garcia County Judge
Name / Title

[1] Agency Chief Executive Official — Chief of Police or County Sheriff

[2] Authorized Official — County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

**AI-42770** **Constables 6. B.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Constable Celestino Avila Jr. **Submitted By:** Raul Lozano Jr., CONSTABLE PCT. #1

**Department:** CONSTABLE PCT. #1

## Information

### CAPTION

Constable Pct. #1:
Requesting approval to process the following invoices as claims with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

| Vendor | Invoice No. | Date | Amount |
|---|---|---|---|
| LexisNexis | 12802H-20130930 | 09/30/13 | $174.00 |
| LexisNexis | 12802H-20131031 | 10/31/13 | $174.00 |

### BACKGROUND

The contract was not in place between the vendor and Hidalgo County during the months of September and October of 2013. A purchase order was generated to cover these expenses, PO#702411, in 2013.

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-421-00-291-001-0-342

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

**BUDGETARY IMPACT:**

## Attachments

september 2013

october 2013

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/23/2014 11:44 AM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Raul Lozano Jr. Started On: 01/22/2014 09:33 AM

Final Approval Date: 02/07/2014

LexisNexis®

PO Box 7247-6157
Philadelphia, PA 19170-6157
(866) 528-0570
LexisNexis, a division of Reed Elsevier Inc
For itself or its affiliates

HIDALGO COUNTY CONSTABLES
Attn : EDNA KIRBY
PO BOX 207
EDINBURG, TX 78540

# Invoice

**Due Date: 10/20/2013**

**Amount Due: $993.43**

| | |
|---|---|
| Invoice Number | 12802H-20130930 |
| Invoice Date | Sep 30, 2013 |
| Account Number | 12802H |
| Terms | Net 20 |
| Representative | Jacqueline Koski |
| Billing Period | 09/01/2013 to 09/30/2013 |

**Previous Balance**

| | | |
|---|---|---|
| | **Total** | 1,048.00 |

**Payments, Credits & Adjustments**

| | | |
|---|---|---|
| 2013-09-09 | Check : 385518 | (524.00) |
| | **Total** | (524.00) |

**New Activity Summary**

| | | |
|---|---|---|
| 2013-09-30 | Flat rate | 469.43 |
| | **Total** | 469.43 |

**Account Summary**

| | |
|---|---|
| **Previous Balance** | 1,048.00 |
| **New Activity** | 469.43 |
| **Payments, Credits & Adjustments** | (524.00) |
| **Total Due** | 993.43 |

PO # 668409

**Questions about your bill?**
**(866) 528-0570**

billing@lexisnexis.com

Please include your full invoice number on all remittance to ensure proper credit.

**Please Remit Payment To:**
**LexisNexis**
**Account # 12802H**
**PO Box 7247-6157**
**Philadelphia, PA 19170-6157**

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1oz - 264 - 309

HIDALGO COUNTY CONSTABLES
Attn : EDNA KIRBY
PO BOX 207
EDINBURG, TX 78540

# Invoice

**Due Date: 11/20/2013**

**Amount Due: $993.43**

| | |
|---|---|
| Invoice Number | **12802H-20131031** |
| Invoice Date | **Oct 31, 2013** |
| Account Number | **12802H** |
| Terms | **Net 20** |
| Representative | **Jacqueline Koski** |
| Billing Period | **10/01/2013 to 10/31/2013** |

## Previous Balance

$ Amount

| | | |
|---|---|---|
| | **Total** | 993.43 |

## Payments, Credits & Adjustments

| | | |
|---|---|---|
| 2013-10-15 | Check : 387234 | (524.00) |
| | **Total** | (524.00) |

## New Activity Summary

| | | |
|---|---|---|
| 2013-10-31 | October 2013 Flat rate | 524.00 |
| | **Total** | 524.00 |

## Account Summary

| | |
|---|---|
| **Previous Balance** | 993.43 |
| **New Activity** | 524.00 |
| **Payments, Credits & Adjustments** | (524.00) |
| **Total Due** | 993.43 |

PO # 668409

Questions about your bill?
(866) 528-0570

billing@lexisnexis.com

Please include your full invoice number on all remittance to ensure proper credit.

**Please Remit Payment To:**
**LexisNexis**
**Account # 12802H**
**PO Box 7247-6157**
**Philadelphia, PA 19170-6157**

**AI-42749** **Constables 6. C.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Roxanne De La Cruz, CONSTABLE PCT. #2

**Department:** CONSTABLE PCT. #2

## Information

### CAPTION

Constable Pct #2 (1284): Approval of appropriation of the 2012 Operation Stonegarden Grant funds for the Constable Pct#2 Department in the total amount of $6,294.68 for Phase 3 and Phase 4.

### BACKGROUND

On 4/3/2012, Commissioners' Court approved applying for the FY2012 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). Agenda Item #31671.

SAA Award No. 12-SR-48215-01 Federal Grant Award No. EMW-2012-SS-00018-S01

Grant Acceptance: AI# 37958 CC Approved 4/02/2013
Phase II AI# 40560 CC Approved 9/17/2013
Phase III AI# 41929 CC Approved 11/26/2013
Phase IV AI# 42436 CC Approved 1/07/2014

Grant Operation: Date is from 9/1/12 to 2/28/14.

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 4-1284-421-00-292-047-5-XXX

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

**BUDGETARY IMPACT:**

2012 Operation Stonegarden Grant:
Constable Pct# 2 Appropriation of funds in the amount of $3,147.34 for Phase 3 and $3,147.34 for Phase 4.

Total appropriation amount is $6,294.68.

Revenue account# 4-1284-331-12-292-047-5-000

Health and Life will be reclassified to Constable Pct 2 general fund account.

## Attachments

Phase 3
Phase 4

# Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/22/2014 10:14 AM |
| Obdett Calzada | Obdett Calzada | 01/30/2014 10:29 AM |
| Auditor's Office | Debbie Tamez | 02/07/2014 10:02 AM |
| Obdett Calzada | Obdett Calzada | 02/07/2014 10:22 AM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Roxanne De La Cruz Started On: 01/17/2014 04:08 PM

Final Approval Date: 02/07/2014

**DATE:** **January 21, 2014**

**DEPARTMENT HEAD:** **Constable Martin "Marty" Cantu**

**DEPARTMENT NAME:** **Stonegarden Hidalgo Co. Constable PCT. 2**

**ACCOUNT NUMBER:** **4-1284-421-00-292-047-5-XXX**

**SUBJECT:** **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Gov Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | |
|---|---|---|
| | | |
| 4-1284-421-00-292-047-5-131 | CONST PCT2 OPSG- | OVERTIME |
| 4-1284-421-00-292-047-5-220 | CONST PCT2 OPSG- | FICA |
| 4-1284-421-00-292-047-5-230 | CONST PCT2 OPSG- | RETIREMENT |
| 4-1284-421-00-292-047-5-250 | CONST PCT2 OPSG- | UNEMPLOY. COMP |
| 4-1284-421-00-292-047-5-260 | CONST PCT2 OPSG- | WORKERS COMP |

**TOTAL APPROPRIATIONS**

| | | |
|---|---|---|
| 4-1284-331-12-292-047-5-000 | CONST PCT2 (FY 12) OPSG- | REVENUES |

**TOTAL REVENUES**

**REASON:** **To appropriate 3rd Phase budget for the Operation Stonegarden 2012 Sub-Recipient Grant Av the Hidalgo Co. Constable PCT. 2 from the Department of Homeland Security FEMA.**

**Federal Grant Award #EMW-2012-SS-00018-S01; SSA Award 12-GA-48215-03**

**Grant Period: September 1, 2012 to February 28, 2014**

/

**DEPARTMENT HEAD SIGNATURE** **DAT**

**APPROVED COMMISSIONERS' COURT** **ATTEST COU**

vernment Code,

| AMOUNT |
|---|
| |
| 2,639.05 |
| 201.89 |
| 272.35 |
| 13.20 |
| 20.85 |
| 3,147.34 |
| 3,147.34 |
| 3,147.34 |

**ward to**

/

**E**

**NTY CLERK**

**DATE:** January 21, 2014

**DEPARTMENT HEAD:** Constable Martin "Marty" Cantu

**DEPARTMENT NAME:** Stonegarden Hidalgo Co. Constable PCT. 2

**ACCOUNT NUMBER:** 4-1284-421-00-292-047-5-XXX

**SUBJECT:** **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Gov Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | |
|---|---|---|
| | | |
| 4-1284-421-00-292-047-5-131 | CONST PCT2 OPSG- | OVERTIME |
| 4-1284-421-00-292-047-5-220 | CONST PCT2 OPSG- | FICA |
| 4-1284-421-00-292-047-5-230 | CONST PCT2 OPSG- | RETIREMENT |
| 4-1284-421-00-292-047-5-250 | CONST PCT2 OPSG- | UNEMPLOY. COMP |
| 4-1284-421-00-292-047-5-260 | CONST PCT2 OPSG- | WORKERS COMP |

**TOTAL APPROPRIATIONS**

| | | |
|---|---|---|
| 4-1284-331-12-292-047-5-000 | CONST PCT2 (FY 12) OPSG- | REVENUES |

**TOTAL REVENUES**

**REASON:** **To appropriate 4th Phase budget for the Operation Stonegarden 2012 Sub-Recipient Grant Av the Hidalgo Co. Constable PCT. 2 from the Department of Homeland Security FEMA.**

**Federal Grant Award #EMW-2012-SS-00018-S01; SSA Award 12-GA-48215-04**

**Grant Period: September 1, 2012 to February 28, 2014**

/

**DEPARTMENT HEAD SIGNATURE** **DAT**

**APPROVED COMMISSIONERS' COURT** **ATTEST COU**

vernment Code,

| AMOUNT |
|---|
| |
| 2,639.08 |
| 201.88 |
| 272.36 |
| 13.18 |
| 20.84 |
| 3,147.34 |
| 3,147.34 |
| 3,147.34 |

**vard to**

/

**E**

**NTY CLERK**

**AI-42849** **Constables 6. D.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

Submitted By: Roxanne De La Cruz, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

## Information

CAPTION

Constable Pct. #2:
Requesting approval and authorization to submit the FY 2013 Chapter 59 Asset Forfeiture Report, as required by the Attorney General of Texas

BACKGROUND

## Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact

## Attachments

Chapter 59 FY 2013

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/24/2014 04:16 PM |
| Manuel Chapa | Manuel Chapa | 01/30/2014 01:39 PM |
| Auditor's Office | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Roxanne De La Cruz Started On: 01/24/2014 04:03 PM

Final Approval Date: 02/07/2014

**FY 2013**
**CHAPTER 59.06(l) CERTIFICATION**

Chapter 59.06(l) provides that if your agency:

- did not receive proceeds or property pursuant to Chapter 59; and
- did not expend any Chapter 59 funds; and
- holds no balance of Chapter 59 funds; then

the agency shall report this no later than 30 days after the end of the appropriate fiscal year to the Office of the Attorney General. In order to streamline this process, we are providing this short form certification.

**ONLY USE THIS FORM IF YOUR AGENCY CAN REPORT ZERO ON ALL CATEGORIES OF THE LONG FORM DO NOT REPORT ON BOTH FORMS**

Agency Name: Constables Office PCT 2

Reporting Period: (local fiscal year) 01/01/13 to 12/31/13

example: 01/01/13 to 12/31/13, 09/01/12 to 08/31/13 etc.

Agency Mailing Address: 300 West Hall Acres Rd. Suite E
Pharr, Texas 78577

Phone Number: (956) 784-3510

County: Hidalgo

Email Address: armando.campos@co.hidalgo.tx.us

This should be a permanent agency email address

**AGENCY HEAD CERTIFICATION**

I swear or affirm, under penalty of perjury, that pursuant to Chapter 59.06 (l) that my agency did not receive proceeds or property under this chapter during the annual period as described by Subsection (g). I further swear or affirm that my agency did not spend any Chapter 59 funds.

AGENCY HEAD (Printed Name): Constable Martin N. Cantu

SIGNATURE:

DATE: 01/13/2014

**RETURN COMPLETED FORM TO:**

Office of the Attorney General
Criminal Prosecutions Division
P.O. Box 12548
Austin, TX 78711-2548
Attn: Kent Richardson
(512)463-1591

**WE CANNOT ACCEPT FAXED OR EMAILED COPIES. PLEASE MAIL THE SIGNED, ORIGINAL DOCUMENT TO OUR OFFICE AT THE ADDRESS ABOVE.**

**AI-42968** **Constables 6. E.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Roxanne De La Cruz, CONSTABLE PCT. #2

**Department:** CONSTABLE PCT. #2

## Information

**CAPTION**

Constable Pct. #2:
Presentation and discussion of the 2013 Racial Profiling Report as presented by the Hidalgo County Constable Pct. 2 Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No Budgetary Impact

## Attachments

Code

Report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/04/2014 09:50 AM |
| Manuel Chapa | Manuel Chapa | 02/04/2014 10:40 AM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Roxanne De La Cruz Started On: 02/03/2014 09:54 AM

Final Approval Date: 02/07/2014

under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 25, eff. September 1, 2009.

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS. (a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the

stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.
Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 26, eff. September 1, 2009.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

# TIER 2- FULL RACIAL PROFILING REPORT


Agency Name: HIDALGO CO. CONSTABLE PCT 2
Reporting Date: January 1, 2013-December 31, 2013
TCLEOSE Agency Number: 215102
Chief Administrator MARTIN CANTU
AGENCY CONTACT INFORMATION: Phone: 956-784-3510
Mailing Address:
300 West Hall Acres Ste "E"
Pharr, TX 78577
armando.campos@co.hidalgo.tx.us


This agency filed a full report because: Our agency has no motor vehicle video/audio equipment

Certification to This Report 2.132 (Tier 2)- Full Report

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling Hidalgo County Constable's Office has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;
(2) strictly prohibit peace officers employed by the Hidalgo County Constable's Office from engaging in racial profiling;
(3) implements a process by which an individual may file a complaint with the Hidalgo County Constable's Office if, the individual believes that a peace officer employed by the Hidalgo County Constable's Office has engaged in racial profiling with respect to the individual;
(4) provides public education relating to the agency's complaint process;
(5) requires appropriate corrective action to be taken against a peace officer employed by the Hidalgo County Constable's Office who, after an investigation, is shown to have engaged in racial profiling in violation of the Hidalgo County Constable's Office policy adopted under this article;
(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;
(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and
(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

**I certify these policies are in effect.**

Executed by: **Martin N. Cantu**
Chief administrator
Hidalgo County Constable Pct. 2

**Hidalgo Co. Constable's Office Pct. 2 Motor Vehicle Racial Profiling Information**

**Gender:**

1. **108** Female
2. **211** Male

3. **319 Total (**3, 10, 13, 18, 21, 40 and 51 must be equal)

**Race or Ethnicity:**

4. **0** African
5. **0** Asian
6. **4** Caucasian
7. **315** Hispanic
8. **0** Middle Eastern
9. **0** Native American

10. **319 Total (**3, 10, 13, 18, 21, 40 and 51 must be equal)

**Race or Ethnicity known prior to stop?**

11. **0** Yes
12. **319** No

**13. 319 Total (**3, 10, 13, 18, 21, 40 and 51 must be equal)

**Reason for stop?**

14. **3** Violation of law other than traffic
15. **0** Pre-existing knowledge (i.e. warrant)
16. **184** Moving Traffic Violation
17. **132** Vehicle Traffic Violation (Equip, Inspection or Registration)

18. **319 Total (**3, 10, 13, 18, 21, 40 and 51 must be equal)

**Search conducted?**

19. **18** Yes
20. **301** No

21. **319 Total**

**Reason for search?**

22. **18** Consent
23. **0** Contraband/Evidence in plain sight
24. **0** Probable cause or reasonable suspicion
25. **0** Inventory search performed as result of towing
26. **0** Incident to arrest/warrant

27. **18 Total** (must equal line 19)

**Contraband discovered?**

28. **1** Yes
29. **17** No

30. **18 Total** (must equal line 19)

**Description of contraband**

31. **1** Illegal drugs/drug paraphernalia
32. **0** Currency
33. **0** Weapons
34. **0** Alcohol
35. **0** Stolen property
36. **0** Other

37. **1 Total** (must equal line 28)

**Arrest result of stop or search:**

38. **1** Yes
39. **318** No

40. **319 Total (**3, 10, 13, 18, 21, 40 and 51 must be equal)

**Arrest based on:**

41. **1** Violation of the penal Code
42. **0** Violation of a Traffic Law
43. **0** Violation of City Ordinance
44. **0** Outstanding Warrant

**Street address or approximate location of the stop:**

45. **191** City Street
46. **91** US Highway
47. **37** County Road
48. **0** Private Property or Other

**Written warning or a citation as a result of the stop:**

49. **319** Yes
50. **0** No

51. **319 Total** (3,10,13,18,21,40 and 51 must be equal)

HIDALGO COUNTY CONSTABLE'S OFFICE PCT. 2 has submitted electronically the analysis PDF format required by 2.134 CCP(c) which contains

(1) a comparative analysis of the information compiled under Article 2.133 to:
(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and
(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and
(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

**I certify the analysis meets the above requirements.**

Executed by: **MARTIN N. CANTU**
Chief Administrator
Hidalgo County Constable Pct. 2

**AI-43065** **Constables 6. F.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Constable Guerra **Submitted By:** Joel Rivera, CONSTABLE PCT. #4

**Department:** CONSTABLE PCT. #4

## Information

### CAPTION

Constable Pct. #4 (1284):
Approval of appropriation of the 2012 Operation Stonegarden Grant funds for the Constable Precinct No. 4 Department in the total amount of $5,900.79 for Phase 4.

### BACKGROUND

On 4/3/2012, Commissioners' Court approved applying for the FY2012 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). Agenda Item #31671.

SAA Award No. 12-SR-48215-01 Federal Grant Award No. EMW-2012-SS-00018-S01

Grant Acceptance: AI# 37958 CC Approved 4/02/2013
Phase II AI# 40560 CC Approved 9/17/2013
Phase III AI# 41929 CC Approved 11/26/2013
Phase IV AI# 42436 CC Approved 1/07/2014

Grant Operation: Date is from 9/1/12 to 2/28/14.

## Fiscal Impact

**FISCAL YEAR:** 2015 **ACCT. #:** 4-1284-421-294-047-5-XXX

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

**BUDGETARY IMPACT:**

2012 Operation Stonegarden Grant:
Constable Pct# 4 Appropriation of funds in the amount of $5, 900.79 for Phase 4.

Revenue account# 4-1284-331-12-294-047-5-000

Health and Life will be reclassified to Constable Pct 4 general fund account.

## Attachments

APPROPRIATION

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/06/2014 02:00 PM |
| Obdett Calzada | Obdett Calzada | 02/07/2014 10:17 AM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Joel Rivera Started On: 02/06/2014 01:39 PM

Final Approval Date: 02/07/2014

**DATE:** February 6, 2014

**DEPARTMENT HEAD:** Constable J.E. "Eddie" Guerra

**DEPARTMENT NAME:** Stonegarden Hidalgo County Constable Pct. 4

**ACCOUNT NUMBER:** 4-1284-421-00-294-047-5-131

**SUBJECT:** **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | | AMOUNT |
|---|---|---|---|
| 4-1284-421-00-294-047-5-131 | CONST PCT4 OPSG- | OVERTIME | 4,467.45 |
| 4-1284-421-00-294-047-5-220 | CONST PCT4 OPSG- | FICA | 341.76 |
| 4-1284-421-00-294-047-5-230 | CONST PCT4 OPSG- | RETIREMENT | 461.04 |
| 4-1284-421-00-294-047-5-250 | CONST PCT4 OPSG- | UNEMPLOY. COMP | 22.33 |
| 4-1284-421-00-294-047-5-260 | CONST PCT4 OPSG- | WORKERS COMP | 35.30 |
| 4-1284-421-00-294-047-5-581 | CONST PCT4 OPSG- | TRAVEL IN COUNTY | 572.91 |
| | TOTAL APPROPRIATIONS | | 5,900.79 |
| 4-1284-331-12-294-047-5-000 | CONST PCT4 OPSG- | REVENUES | 5,900.79 |
| | TOTAL REVENUES | | 5,900.79 |

**REASON:** **To appropriate 4th Phase budget for the Operation Stonegarden 2012 Sub-Recipient Grant Award to the Hidalgo Co. Constable PCT. 4 from the Department of Homeland Security FEMA.**

**Federal Grant Award #EMW-2012-SS-00018-S01; SSA Award 12-GA-48215-04**

**Grant Period: September 1, 2012 to February 28, 2014**

**DEPARTMENT HEAD SIGNATURE** / / **DATE**

**APPROVED COMMISSIONERS' COURT** **ATTEST COUNTY CLERK**

**AI-43054** **Constables 6. G.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Constable Guerra **Submitted By:** Joel Rivera, CONSTABLE PCT. #4

**Department:** CONSTABLE PCT. #4

## Information

**CAPTION**

Constable Pct. #4:
Requesting authorization for the County Judge to execute the following the FY 2013 Equitable Sharing Agreement and Certification Report - Hidalgo County Constable Precinct 4.

**BACKGROUND**

The annual reports are prerequisites as per state and federal guidelines. Reports are being submitted to the Texas Attorney General, U.S. Department of Justice, and the U.S. Department of Treasury. The Hidalgo County Auditor's Office reviewed said reports.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No Budgetary Impact; submission of report...

## Attachments

equitable sharing 2013

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/06/2014 03:46 PM |
| Manuel Chapa | Manuel Chapa | 02/07/2014 09:16 AM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:18 PM |

Form Started By: Joel Rivera Started On: 02/06/2014 09:51 AM

Final Approval Date: 02/07/2014

OMB Number 1123-0011
Expires 9-30-2014

# Equitable Sharing Agreement and Certification

◯ Police Department ◯ Sheriff's Office ◯ Task Force (Complete Table A)
◯ Prosecutor's Office ◯ National Guard Counterdrug Unit ◉ Other

** Please fill each required field. Hover mouse over any fillable field for pop-up instructions. **

**Agency Name:** HIDALGO COUNTY CONASTABLE PRECICNT 4

**NCIC/ORI/Tracking Number:** T X 1 0 8 1 6 0 0

**Mailing Address:** 2814 s. BUSINESS HIGHWAY 281

**City:** EDINBURG **State:** TX **Zip:** 78539

**Finance Contact:** First: NORMA Last: GARCIA
Phone: 9563182506 E-mail: norma.garcia@treasurer.co.hidalgo.tx.us

**Preparer:** First: JOEL Last: RIVERA
☐ Same as Finance Contact Phone: 9563838560 E-mail: joel.rivera@co.hidalgo.tx.us

**Independent Public Accountant:** E-mail: rickylongoria@bmc.texass.com

**Last FY End Date:** 12/31/2013 **Agency Current FY Budget:** $1,202,781.31

◯ **New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

## Annual Certification Report

| | Summary of Equitable Sharing Activity | Justice Funds[1] | Treasury Funds[2] |
|---|---|---|---|
| 1 | Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY) | | |
| 2 | Federal Sharing Funds Received | | |
| 3 | Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B) | | |
| 4 | Other Income | | |
| 5 | Interest Income Accrued — Non-Interest Bearing ◉ / Interest Bearing ◯ | | |
| 6 | Total Equitable Sharing Funds (total of lines 1 - 5) | $0.00 | $0.00 |
| 7 | Federal Sharing Funds Spent (total of lines a - m below) | $0.00 | $0.00 |
| 8 | Ending Balance (difference between line 7 and line 6) | $0.00 | $0.00 |

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

| | Summary of Shared Funds Spent | Justice Funds | Treasury Funds |
|---|---|---|---|
| a | Total spent on salaries under permitted salary exceptions | | |
| b | Total spent on overtime | | |
| c | Total spent on informants, "buy money", and rewards | | |
| d | Total spent on travel and training | | |
| e | Total spent on communications and computers | | |
| f | Total spent on weapons and protective gear | | |
| g | Total spent on electronic surveillance equipment | | |
| h | Total spent on buildings and improvements | | |
| i | Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C) | | |
| j | Total spent on other law enforcement expenses (To populate, complete Table D) | | |
| k | Total Expenditures in Support of Community-Based Programs (To populate, complete Table E) | | |
| l | Total Windfall Transfers (To populate, complete Table F) | | |
| m | Total spent on matching grants (To populate, complete Table G) | | |
| n | **Total** | $0.00 | $0.00 |
| o | Did your agency receive non-cash assets? ◯ Yes ◉ No If yes, complete Table H. | | |

**Please fill out the following tables, if applicable.**

**Table A: Members of Task Force**

| Agency Name | NCIC/ORI/Tracking Number |
|---|---|
| | |

**Table B: Equitable Sharing Funds Received from other Agencies**

| Transferring Agency Name, City, and State | Justice Funds | Treasury Funds |
|---|---|---|
| Agency Name: | | |
| NCIC/ORI/Tracking Number: | | |

**Table C: Equitable Sharing Funds Transferred to Other Agencies**

| Receiving Agency Name, City, and State | Justice Funds | Treasury Funds |
|---|---|---|
| Agency Name: | | |
| NCIC/ORI/Tracking Number: | | |

**Table D: Other Law Enforcement Expenses**

| Description of Expense | Justice Funds | Treasury Funds |
|---|---|---|
| | | |

**Table E: Expenditures in Support of Community-Based Programs**

| Recipient | Justice Funds | |
|---|---|---|
| | | |

**Table F: Windfall Transfers**

| Recipient | Justice Funds | Treasury Funds |
|---|---|---|
| | | |

**Table G: Matching Grants**

| Matching Grant Name | Justice Funds | Treasury Funds |
|---|---|---|
| | | |

**Table H: Other Non-Cash Assets Received**

| Source | Description of Asset |
|---|---|
| Justice ◯<br>Treasury ◯ | |

**Table I: Civil Rights Cases**

| Name of Case | Type of Discrimination Alleged | | | |
|---|---|---|---|---|
| | ☐ Race | ☐ Color | ☐ National Origin | ☐ Gender |
| | ☐ Disability | ☐ Age | ☐ Other _____ | |

## Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

# Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?** ○ **Yes** ◉ **No**

**If you answered yes to the above question, complete Table I**

**Agency Head**

Signature: _____

Name: J.E. "EDDIE"GUERRA

Title: CONSTABLE

Date: _____

E-mail: eddie.guerra@co.hidalgo.tx.us

**Governing Body Head**

Signature: _____

Name: RAMON GARCIA

Title: CONTY JUDGE

Date: _____

E-mail: countyjudge@co.hidalgo.tx.us

**Subscribe to Equitable Sharing Wire:**
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

joel.rivera@co.hidalgo.tx.us

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format
Step 3: Email the XML file to aca.submit@usdoj.gov
Step 4: Scan & email this Affidavit to aca.affidavit@usdoj.gov
(Email subject line must include Agency NCIC/ORI Code)

FOR AGENCY USE ONLY

Entered by _____

Entered on _____

○ FY End: 12/31/2013

Date Printed: January 17, 2014 11:14

◉ NCIC: TX1081600 Agency: HIDALGO COUNTY CONASTABLE PRECICNT 4 Phone: (956) 383-8560

○ State: TX Preparer: JOEL RIVERA E-mail: joel.rivera@co.hidalgo.tx.us

# Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.
By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).*

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide,* including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides,* depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

**AI-42914** **Human Resources 7. A.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** County Judge's Office **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

**Department:** HUMAN RESOURCES/CIVIL SERVICE

## Information

**CAPTION**

County Judge's Office (1100) / Department of Budget & Management (1100):
1. Approval of the following personnel actions:

| *Action* | *Dept/ Program* | *Slot No.* | *Position Title* | *Proposed/ Budgeted Salary* |
|---|---|---|---|---|
| Delete | 110-006 | 0033 | Administrative Aide II | $36,050.00 |
| Delete | 115-001 | 0029 | Budget Analyst I | $38,222.00 |
| Create | 110-006 | 0037 | Director of Special Projects | $31,500.00 |
| | 115-001 | 0031 | | $31,500.00 |

2. Approval of revised salary schedule(s).

**BACKGROUND**

Total Proposed Budgeted Salary for the Director of Special Projects position is $63,000.00.

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** SEE BELOW

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

**BUDGETARY IMPACT:**

**CO JUDGE'S OFFICE** 4-1100-413-00-110-006-0-XXX
(NO BUDGETARY IMPACT- COST SAVINGS)

**DEPARTMENT OF BUDGET & MANAGEMENT** 4-1100-415-14-115-001-0-XXX
(NO BUDGETARY IMPACT- COST SAVINGS)

## Attachments

PAR FORMS
JOB DESCRIPTION
FISCAL NOTE
DBM- REVISED SALARY SCHEDULE
CO JUDGE- REVISED SALARY SCHEDULE

# Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/31/2014 09:14 AM |
| Obdett Calzada | Obdett Calzada | 02/04/2014 11:37 AM |
| Rosalinda Cantu | Rosie Cantu | 02/06/2014 11:57 AM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Diana Munoz Started On: 01/29/2014 04:31 PM

Final Approval Date: 02/07/2014

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JAN 24 2014
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** DBM (115-001) / CO JUDGE (110-006) **DATE:** 1/23/2014

**CURRENT POSITION TITLE:** N/A **CURRENT SLOT #:** DBM (115-001-0031) CO JUDGE (110-006-0037)

**REQUESTED POSITION TITLE:** DIRECTOR, SPECIAL PROJECTS

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

| | | | | |
|---|---|---|---|---|
| 115-001 Account No. | 1 No. of Positions | $ 0.00 Current Budgeted Salary/ Allowance | $ 31,500.00 Proposed Budgeted Salary/ Allowance | $ 31,500.00 Net Change |
| 110-006 Account No. | 1 No. of Positions | $ 0.00 Current Budgeted Salary/ Allowance | $ 31,500.00 Proposed Budgeted Salary/ Allowance | $ 31,500.00 Net Change |
| | | | TOTAL SALARY | 63,000.00 |

**Position to be funded from one of the following:**

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

[X] Other FUNDS FROM SALARIES OF DELETED BUDGET ANALYST I & ADMIN AIDE II POSITIONS, SLOT#'S 0033 & 0029, RESPECTIVELY.

**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:**

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

| CIVIL SERVICE: | | FLSA: | |
|---|---|---|---|
| Exempt | [ ] | Exempt | [ ] |
| Non-Exempt | [X] | Non-Exempt | [X] |

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

Position is needed to oversee countywide budget initiatives and development of County policies to increase efficiency of countywide operations.

**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 | 01/24/2014 Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ | YES | ☐ NO |
| 2. | Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR | 01.29.14 Date | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 01/24/2014 Date | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JAN 24 2014
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** DBM (115-001) **DATE:** 1/23/2014

**CURRENT POSITION TITLE:** BUDGET ANALYST I **CURRENT SLOT #:** 0029

**REQUESTED POSITION TITLE:** N/A

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE

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

**POSITION SALARY REQUEST:**

| Account No. | No. of Positions | Current Budgeted Salary/ Allowance | Proposed Budgeted Salary/ Allowance | Net Change |
|---|---|---|---|---|
| 115-001 | 1 | $ ~~0.00~~ $38,222.00 | $ ~~38,222.00~~ ∅ | $ (38,222.00) |
| - | - | - | - | - |

**Position to be funded from one of the following:**

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **NO BUDGETARY IMPACT. COST SAVINGS**

**POSITION Type:**

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ Enter hourly rate for temp. positions

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

**TEMPORARY POSITIONS:**

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

**CIVIL SERVICE:**
Exempt ☐
Non-Exempt ☒

**FLSA:**
Exempt ☐
Non-Exempt ☒

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

Position being deleted due to reorganization of department to address 2014 budget reductions.

**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 | 01/24/2014 Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ | YES | ☐ NO |
| 2. | Esther A. Cortez Sylvia Rios HUMAN RESOURCES DIRECTOR | 01.29.14 Date | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 01/24/2014 Date | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JAN 24 2014
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** CO JUDGE (110-006) **DATE:** 1/23/2014

**CURRENT POSITION TITLE:** ADMINISTRATIVE AIDE II **CURRENT SLOT #:** 0033

**REQUESTED POSITION TITLE:** N/A

**REQUEST FOR:**

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

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

**POSITION SALARY REQUEST:**

| Account No. | No. of Positions | Current Budgeted Salary/ Allowance | Proposed Budgeted Salary/ Allowance | Net Change |
|---|---|---|---|---|
| 110-006 | 1 | $ 0.00 | $ ~~36,050.00~~ $ 36,050.00 | $ (36,050.00) |
| - | - | - | - | - |

**Position to be funded from one of the following:**

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

[X] Other **NO BUDGETARY IMPACT. COST SAVINGS**

**POSITION Type:**

Full Time Employee Object 113 [ ] Part Time Employee Object 114 [X] 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:**

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

**CIVIL SERVICE:**
Exempt [ ]
Non-Exempt [X]

**FLSA:**
Exempt [ ]
Non-Exempt [X]

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

Position being deleted due to reorganization of department to address 2014 budget reductions.

**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 | 1/24/14 Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ | YES | ☐ | NO |
| 2. | Esther A. Cortez by Sylvia Ruiz HUMAN RESOURCES DIRECTOR | 01.29.14 Date | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ | NO |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT | 01/24/2014 Date | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ | NO |
| 4. | COMMISSIONERS' COURT APPROVAL | Date | | | | | |

# HIDALGO COUNTY

## DIRECTOR OF SPECIAL PROJECTS

### GENERAL DESCRIPTION

Provide executive strategic and tactical direction/support to County Officials and upper management staff in the effective development and attainment of goals and operations of county wide projects; handles difficult problems or public policy concerns; manages the development, implementation and oversight of county wide projects.

### EXAMPLES OF WORK PERFORMED

Provides direction, guidance, and assistance to high ranking management staff regarding county wide projects and initiatives
Articulate the County's mission and goals in the areas of county wide special projects to County Officials and solicit support in realizing the projects' mission

Supervises the development and implementation of county wide projects

Establishes goals and objectives that support overall strategies; plans and assists with the development of schedules, priorities, and standards for achieving goals

Develops and implements techniques for evaluating project activities

Coordinates activities and programs with other departments to expedite work and improve interdepartmental performance using tack and diplomacy

Attends meetings with County Officials and may represent the County on local, state, or national boards

Acts as a liaison to assist County Officials and upper management staff with questions regarding county wide projects and operations

Plans, assigns, and supervises the work of others

Travel to county offices may be required

Performs related work as assigned

### GENERAL QUALIFICATION GUIDELINES

**Experience and Education**

Minimum of five (5) years of experience in business, public administration, or other related field

Graduation from an accredited college or university with a Bachelor's degree in Business Administration, Public Administration, Political Science or related field

Master's Degree in related field

Two (2) years of experience may be substituted for one (1) year of education maximum of two (2) years substitution

**Certificates, Licenses & Registration**

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

**Knowledge, Skills, and Abilities**

Knowledge of local, state, and federal laws and regulations relevant to program areas and of the principles and practices of public administration and management

Ability to direct and organize program activities; to establish program goals and objectives that support the strategic plan; to identify problems, evaluate alternatives, and implement effective solutions; to develop and evaluate policies and procedures; to prepare reports; to communicate effectively; and to plan, assign, and supervise the work of others

Knowledge of administrative procedures

Ability to communicate orally and in writing

Ability to maintain effective working relationships with others

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

**PHYSICAL DEMANDS:**

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY
## 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, February 11, 2014

**Agenda Item:** 42914

**Summary of request/proposal:**
**Co Judge's Office (1100) -**
**APPROVAL TO DELETE/CREATE THE FOLLOWING FULL TIME POSITIONS:**

| Fund | Position | Dept/ Program | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|---|
| 1100 | ADMINISTRATIVE AIDE II | 110-006 | 0033 | 113 | 36,050.00 | 0.00 | (36,050.00) |
| 1100 | DIRECTOR OF SPECIAL PROJECTS | 110-006 | 0037 | 113 | 0.00 | 31,500.00 | 31,500.00 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | 36,050.00 | 31,500.00 | (4,550.00) |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 4-1100-413-00-110-006-0 | 113 | Co JUDGE | REGULAR FULL TIME | ($4,044.44) |
| 4-1100-413-00-110-006-0 | 211 | Co JUDGE | HEALTH INSURANCE | ($2,501.34) |
| 4-1100-413-00-110-006-0 | 212 | Co JUDGE | LIFE INSURANCE | ($16.70) |
| 4-1100-413-00-110-006-0 | 220 | Co JUDGE | FICA | ($309.40) |
| 4-1100-413-00-110-006-0 | 230 | Co JUDGE | RETIREMENT | ($440.44) |
| 4-1100-413-00-110-006-0 | 250 | Co JUDGE | UNEMPLOYMENT COMP | ($23.05) |
| 4-1100-413-00-110-006-0 | 260 | Co JUDGE | WORKER'S COMP | ($6.88) |
| | | | | |
| | | | 2014 Budgetary Impact | ($7,342.25) |

2015 Budgetary Impact: ($8,260.04)

**Possible Funding Sources:** **NO BUDGETARY IMPACT- COST SAVINGS**

**Comments:**

| |
|---|
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2014 SALARY SCHEDULE

**4-1100-415-14-115-001-0**

**AI - 42914**

**BUDGET & MANAGEMENT**

| Slot # | Obj Code | POSITION TITLE | 2013 BUDGETED SALARY | 2014 ADJUSTED SALARY | 2014 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2014 BUDGETED SALARY APPROVED | 2014 ACTUAL SALARY | Other Allowances | | | | | 2014 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 112 | BUDGET OFFICER | $92,700.00 | $0.00 | $92,700.00 | 0 | $0.00 | $0.00 | $92,700.00 | $92,700.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $93,240.00 |
| 0002 | 113 | DIRECTOR BDGT MNGT DIVISION | $65,507.00 | $0.00 | $65,507.00 | 0 | $0.00 | $0.00 | $65,507.00 | $65,507.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $65,987.00 |
| 0003 | 113 | DIRECTOR STRTGC PLNNNG DVSN | $65,507.00 | $0.00 | $65,507.00 | 0 | $0.00 | $0.00 | $65,507.00 | $65,507.00 | $600.00 | $0.00 | $0.00 | $0.00 | $0.00 | $66,107.00 |
| 0004 | 113 | BUDGET ANALYST II | $44,583.00 | $0.00 | $44,583.00 | 0 | $0.00 | $0.00 | $44,583.00 | $44,583.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,583.00 |
| 0005 | 113 | PLANNING ANALYST II | $44,583.00 | $0.00 | $44,583.00 | 0 | $0.00 | $0.00 | $44,583.00 | $44,583.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $44,883.00 |
| 0006 | 113 | PLANNING ANALYST II | $46,143.00 | $0.00 | $46,143.00 | 0 | $0.00 | $0.00 | $46,143.00 | $46,143.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,503.00 |
| 0007 | 113 | BUDGET ANALYST II | $46,143.00 | $0.00 | $46,143.00 | 0 | $0.00 | $0.00 | $46,143.00 | $46,143.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,623.00 |
| 0009 | 113 | BUDGET ANALYST I | $42,236.00 | $0.00 | $42,236.00 | 0 | $0.00 | $0.00 | $42,236.00 | $38,222.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,222.00 |
| 0011 | 113 | BUDGET ANALYST I | $42,236.00 | $0.00 | $42,236.00 | 0 | $0.00 | $0.00 | $42,236.00 | $38,222.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,222.00 |
| 0012 | 113 | COMM COURT AGENDA COORD | $40,898.00 | $0.00 | $40,898.00 | 0 | $0.00 | $0.00 | $40,898.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0014 | 113 | BUDGET CLERK II | $33,917.00 | $0.00 | $33,917.00 | 0 | $0.00 | $0.00 | $33,917.00 | $33,917.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,397.00 |
| 0015 | 113 | BUDGET CLERK I | $31,518.00 | $0.00 | $31,518.00 | 0 | $0.00 | $0.00 | $31,518.00 | $31,518.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32,178.00 |
| 0020 | 113 | BUDGET CLERK II | $33,917.00 | $0.00 | $33,917.00 | 0 | $0.00 | $0.00 | $33,917.00 | $33,917.00 | $480.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34,397.00 |
| 0021 | 113 | PLANNING ANALYST I | $42,236.00 | $0.00 | $42,236.00 | 0 | $0.00 | $0.00 | $42,236.00 | $38,222.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,222.00 |
| 0022 | 113 | PLANNING ANALYST I | $42,236.00 | $0.00 | $42,236.00 | 0 | $0.00 | $0.00 | $42,236.00 | $38,222.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,222.00 |
| 0023 | 113 | PLANNING ANALYST I | $42,236.00 | $0.00 | $42,236.00 | 0 | $0.00 | $0.00 | $42,236.00 | $38,222.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $38,222.00 |
| 0024 | 113 | BUDGET ANLAYST III | $52,002.00 | $0.00 | $52,002.00 | 0 | $0.00 | $0.00 | $52,002.00 | $52,002.00 | $540.00 | $0.00 | $0.00 | $0.00 | $0.00 | $52,542.00 |
| 0025 | 113 | PLANNING ANALYST III | $52,002.00 | $0.00 | $52,002.00 | 0 | $0.00 | $0.00 | $52,002.00 | $52,002.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $52,302.00 |
| | | APPROVAL TO DELETE THE FOLLOWING POSITION: | | | | | | | | | | | | | | |
| ~~0029~~ | ~~113~~ | ~~BUDGET ANALYST I~~ | ~~$38,222.00~~ | ~~$0.00~~ | ~~$38,222.00~~ | ~~0~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$38,222.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ |
| 0030 | 113 | ASSISTANT BUDGET OFFICER | $79,310.00 | $0.00 | $79,310.00 | 0 | $0.00 | $0.00 | $79,310.00 | $79,310.00 | $960.00 | $0.00 | $0.00 | $0.00 | $0.00 | $80,270.00 |
| | | APPROVAL TO CREATE THE FOLLOWING FULL-TIME POSITION: | | | | | | | | | | | | | | |
| 0031 | 113 | DIRECTOR OF SPECIAL PROJECTS | $0.00 | $31,500.00 | $31,500.00 | | $0.00 | $0.00 | $31,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | $939,910.00 | $31,500.00 | $971,410.00 | | $0.00 | $0.00 | $971,410.00 | $878,942.00 | $6,180.00 | $0.00 | $0.00 | $0.00 | $0.00 | $885,122.00 |

**Approval to delete and/or create the above highlighted full-time positions.**
**All personnel actions pending CC approval.**

# HIDALGO COUNTY
## COMMISSIONER COURT
## 2014 SALARY SCHEDULE

**4-1100-413-00-110-006-0**

**AI - 42914**

**CO JUDGE**

| Slot # | Obj Code | POSITION TITLE | 2013 BUDGETED SALARY | 2014 ADJUSTED SALARY | 2014 BASE SALARY | % Inc. | AMOUNT INCREASE | OTHER INCREASE | 2014 BUDGETED SALARY APPROVED | 2014 ACTUAL SALARY | Other Allowances | | | | | 2014 ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0001 | 111 | COUNTY JUDGE | $114,660.00 | $0.00 | $114,660.00 | 0 | $0.00 | $0.00 | $114,660.00 | $114,660.00 | $0.00 | $0.00 | $0.00 | $8,000.00 | $0.00 | $122,660.00 |
| 0002 | 113 | CHIEF ADMIN | $83,883.00 | $0.00 | $83,883.00 | 0 | $0.00 | $0.00 | $83,883.00 | $83,883.00 | $0.00 | $0.00 | $0.00 | $3,900.00 | $0.00 | $87,783.00 |
| 0003 | 113 | ASSISTANT CHIEF ADMINISTRATOR | $70,040.00 | $0.00 | $70,040.00 | 0 | $0.00 | $0.00 | $70,040.00 | $70,040.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $70,040.00 |
| 0007 | 114 | EXECUTIVE ASSISTANT III | $61,800.00 | $0.00 | $61,800.00 | 0 | $0.00 | $0.00 | $61,800.00 | $46,350.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,350.00 |
| 0011 | 113 | EXECUTIVE ASST | $50,117.00 | $0.00 | $50,117.00 | 0 | $0.00 | $0.00 | $50,117.00 | $50,117.00 | $360.00 | $0.00 | $0.00 | $0.00 | $0.00 | $50,477.00 |
| 0012 | 113 | ADMINISTRATIVE ASSISTANT | $43,260.00 | $0.00 | $43,260.00 | 0 | $0.00 | $0.00 | $43,260.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0018 | 113 | ADMINISTRATIVE AIDE II | $46,397.00 | $0.00 | $46,397.00 | 0 | $0.00 | $0.00 | $46,397.00 | $46,397.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46,397.00 |
| 0024 | 113 | ADMINISTRATIVE ASSISTANT | $41,200.00 | $0.00 | $41,200.00 | 0 | $0.00 | $0.00 | $41,200.00 | $41,200.00 | $300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41,500.00 |
| 0028 | 113 | EXECUTIVE ASSISTANT III | $59,740.00 | $0.00 | $59,740.00 | 0 | $0.00 | $0.00 | $59,740.00 | $59,740.00 | $0.00 | $0.00 | $0.00 | $4,000.00 | $0.00 | $63,740.00 |
| 0029 | 113 | ADMINISTRATIVE ASSISTANT III | $36,050.00 | $0.00 | $36,050.00 | 0 | $0.00 | $0.00 | $36,050.00 | $36,050.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $36,050.00 |
| 0031 | 113 | EXECUTIVE ASSISTANT II | $51,500.00 | $0.00 | $51,500.00 | 0 | $0.00 | $0.00 | $51,500.00 | $51,500.00 | $660.00 | $0.00 | $0.00 | $0.00 | $0.00 | $52,160.00 |
| 0032 | 113 | ECONOMIC DEVELOPMENT PLANNER I | $52,002.00 | $0.00 | $52,002.00 | 0 | $0.00 | $0.00 | $52,002.00 | $52,002.00 | $0.00 | $0.00 | $0.00 | $4,000.00 | $0.00 | $56,002.00 |
| | | APPROVAL TO DELETE THE FOLLOWING POSITION: | | | | | | | | | | | | | | |
| ~~0033~~ | ~~114~~ | ~~ADMINISTRATIVE AIDE II~~ | ~~$36,050.00~~ | ~~$0.00~~ | ~~$36,050.00~~ | ~~0~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$36,050.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ |
| 0035 | 113 | DIRECTOR, ECONOMIC DEVELOPMENT | $70,040.00 | $0.00 | $70,040.00 | 0 | $0.00 | $0.00 | $70,040.00 | $70,040.00 | $360.00 | $0.00 | $0.00 | $4,000.00 | $0.00 | $74,400.00 |
| 0036 | 113 | CLERK II | $22,303.00 | $0.00 | $22,303.00 | 0 | $0.00 | $0.00 | $22,303.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | APPROVAL TO CREATE THE FOLLOWING FULL-TIME POSITION: | | | | | | | | | | | | | | |
| 0037 | 113 | DIRECTOR OF SPECIAL PROJECTS | $0.00 | $31,500.00 | $31,500.00 | | $0.00 | $0.00 | $31,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | | $839,042.00 | $31,500.00 | $870,542.00 | | $0.00 | $0.00 | $870,542.00 | $721,979.00 | $1,680.00 | $0.00 | $0.00 | $23,900.00 | $0.00 | $747,559.00 |

**Approval to delete and/or create the above highlighted positions.**
**All personnel actions pending CC approval.**

**AI-42915** **Human Resources 7. B.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Health & Human Services **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

**Department:** HUMAN RESOURCES/CIVIL SERVICE

## Information

### CAPTION

Health and Human Services (1100):
1. Approval to create two (2) full time new positions as follows:

| *Action* | *Dept/Program* | *Slot No.* | *Position Title* | *Proposed Budgeted Salary* |
|---|---|---|---|---|
| Create | 240-005 | 001 | Coordinator II | $ 46,000.00 |
| Create | 240-005 | 002 | Coordinator I | $ 40,000.00 |

2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-444-00-240-005-0-xxx

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

**BUDGETARY IMPACT:**

NO BUDGETARY IMPACT- WITHIN DEPARTMENT BUDGET

## Attachments

PAR FORMS
JOB DESCRIPTIONS
FISCAL NOTE
REVISED SALARY SCHEDULE
TRANSFER

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/31/2014 02:37 PM |
| Rosalinda Cantu | Rosie Cantu | 02/05/2014 02:16 PM |
| Obdett Calzada | Obdett Calzada | 02/05/2014 04:21 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Diana Munoz Started On: 01/29/2014 04:44 PM

Final Approval Date: 02/07/2014

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED JAN 29 2014 HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Human Services / 240 **DATE:** 01/08/14

**CURRENT POSITION TITLE:** **CURRENT SLOT. #:** 001

**REQUESTED POSITION TITLE:** Coordinator II
**(For new positions or reclassifications)**

**REQUEST FOR:**

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

**POSITION SALARY REQUEST:**

Salary Amount: $ -0- Current Budgeted Salary Re $ 46,000.00 Proposed Budgeted Salary $ 46,000.00 Net Change Re

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 | ☑ KP |
| N/A | ☐ | | |

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

Hidalgo County Human Services serves as the Anchor for the 1115 Waiver. Texas Health & Human Services and Centers for Medicaid & Chip Services recently presented all Regions in Texas with possibility to proposed additional projects to be added to the Regional Healthcare Plan. Region 5 proposed an additional 46 projects; therefore, increasing the responsibilities and work for the Anchor, Hidalgo County Health & Human Services. Additional employees will be needed to work and coordinate on the new projects submitted in Region 5.

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

Coordinating communication, important deadlines, project information between Texas Health & Human Services (HHSC), Centers of Medicaid & Chip Services (CMS), and Participating Providers. Overseeing 1115 Regional Healthcare Plan for Region 5

**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. Darren Sumient | 1/28/14 | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| DEPARTMENT HEAD | DATE | | | |
| 2. Esther A. Cortez by Sylvia Rios | 01.29.14 | PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| HUMAN RESOURCES DIRECTOR | DATE | | | |
| 3. | 02/05/2014 | BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| DEPARTMENT OF BUDGET & MANAGEMENT | DATE | | | |
| 4. | | | | |
| COMMISSIONERS COURT APPROVAL | DATE | | | |

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JAN 31 2014
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** Human Services / 240 **DATE:** 01/08/14

**CURRENT POSITION TITLE:** **CURRENT SLOT. #:** 002

**REQUESTED POSITION TITLE:** Coordinator I
**(For new positions or reclassifications)**

**REQUEST FOR:**

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

**POSITION SALARY REQUEST:**

Salary Amount: $ -0- (Current Budgeted Salary) $ 40,000.00 (Proposed Budgeted Salary) $ 40,000.00 (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)

Hidalgo County Human Services serves as the Anchor for the 1115 Waiver. Texas Health & Human Services and Centers for Medicaid & Chip Services recently presented all Regions in Texas with possibility to proposed additional projects to be added to the Regional Healthcare Plan. Region 5 proposed an additional 46 projects; therefore, increasing the responsibilities and work for the Anchor, Hidalgo County Health & Human Services. Additional employees will be needed to work and coordinate on the new projects submitted in Region 5.

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

Coordinating communication, important deadlines, project information between Texas Health & Human Services (HHSC), Centers of Medicaid & Chip Services (CMS), and Participating Providers. Overseeing 1115 Regional Healthcare Plan for Region 5

**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. Dave Segovia — DEPARTMENT HEAD — 1/31/14 — DATE
2. Esther A. Cortez by Sylvia Rios — HUMAN RESOURCES DIRECTOR — 01.31.14 — DATE
3. DEPARTMENT OF BUDGET & MANAGEMENT — 02/05/2014 — DATE
4. COMMISSIONERS COURT APPROVAL — DATE

| | | |
|---|---|---|
| FUNDING AVAILABLE IN DEPT. BUDGET | ☑ YES | ☐ NO |
| PERSONNEL PROCEDURES COMPLETED | ☑ YES | ☐ NO |
| BUDGET PROCEDURES COMPLETED | ☑ YES | ☐ NO |

# HIDALGO COUNTY

## COORDINATOR II

### GENERAL DESCRIPTION

Performs complex (journey-level) program/department coordination work planning, developing, and implementing program or service activities and providing consultative services and technical assistance to program staff, governmental agencies, community organizations, or the public. May assign and/or supervise the work of others. Works under general supervision, with moderate latitude for the use of initiative and independent judgment.

### EXAMPLES OF WORK PERFORMED

Develops and implements various county programs and/or services depending on the department assigned

Develops and conducts surveys, inspections, or reviews to determine compliance with requirements, laws, regulations, policies, and procedures

Prepares justification for implementation procedural or policy changes

Prepares performance reports and recommends appropriate changes.

Participates in program and/or department planning, development, and implementation

Assists in analyzing operations and reviews reports, makes recommendations and provides justifications when needed

Assists in analyzing the applications and variations of programs to develop an action plan to improve the department

Provides consultative services and technical assistance to plan, implement, and monitor effective programs and services

Act as a department liaison to community and professional groups to coordinate, improve, and stimulate interest in the assigned program or activities

Reviews research findings relative to programs and/or services being developed

Reviews information on service delivery system methods, outputs, and activities to identify gaps in resources, and recommends improvements

May assign and/or supervise the work of others

Performs all other related duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

Two to three (2-3) years of experience in department coordination, business management, or a related field related to the specific program or department

Graduation from an accredited four (4) year college or university with a Bachelor's degree in public administration, management, or a field relevant to the assignment

Two (2) years of experience may be substituted for one (1) year of education

Bilingual (Spanish and English) with the ability to converse fluently in both languages

### Certificates, Licenses & Registrations

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

### Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; and to communicate effectively

Good verbal and written communication and presentation skills

## PHYSICAL DEMANDS:

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY

## COORDINATOR I

### GENERAL DESCRIPTION

Performs routine (journey-level) program/department coordination duties providing consultative services and technical assistance to department staff, governmental agencies, community organizations, or the public. Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

### EXAMPLES OF WORK PERFORMED

Implements various county programs depending on department assigned

Assists in implementing procedural or policy changes

Prepares performance reports, and recommends appropriate changes

Participates in planning, development, and implementation of activities relating to the department

Conducts surveys, inspections, or reviews to determine compliance with requirements, laws, regulations, policies, and procedures

May act as a department liaison to community and professional groups to coordinate, improve, and stimulate interest in the assigned program or activities

Reviews research findings relative to projects being developed

Reviews information on service delivery system methods, outputs, and activities to identify gaps in resources; and recommends improvements

Assists in analyzing operations and reviews reports, makes recommendations and provides justifications when needed

Assists in analyzing the applications and variations of programs to develop an action plan to improve the department

May provide consultative services and technical assistance to plan, implement, and monitor effective programs and services

May provide guidance in the development and integration of new methods and procedures

Performs all other related duties as assigned

## GENERAL QUALIFICATION GUIDELINES

### Experience and Education

One (1) year of experience in department coordination, business management, or a related field related to the specific program or department

Graduation from an accredited four (4) year college or university with a Bachelor's degree in public administration, management, or a field relevant to the assignment

Two (2) years of experience may be substituted for one (1) year of education

Bilingual (Spanish and English) with the ability to converse fluently in both languages

### Certificates, Licenses & Registrations

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

### Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; and to communicate effectively

Good verbal and written communication and presentation skills

## PHYSICAL DEMANDS:

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

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

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

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

# HIDALGO COUNTY
## DEPARTMENT OF BUDGET & MANAGEMENT
### FISCAL NOTE

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

**To:** **Commissioner' Court**
**From:** **Sergio Cruz, Budget Officer**
**CC Date:** **Tuesday, February 11, 2014**

**Agenda Item:** **42915**

**Summary of request/proposal:**
**HEALTH & HUMAN SERVICES- HUMAN SERV. DIVISION (1100):**
**CREATE THE FOLLOWING FULL TIME POSITIONS:**

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1100 | COORDINATOR II | 0001 | 113 | 0.00 | 46,000.00 | 46,000.00 |
| 1100 | COORDINATOR I | 0002 | 113 | 0.00 | 40,000.00 | 40,000.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | TOTAL | | 0.00 | 86,000.00 | 86,000.00 |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 4-1100-444-00-240-005-0- | 113 | 1115 WAIVER DSRIP- | REGULAR FULL TIME | $76,444.44 |
| 4-1100-444-00-240-005-0- | 211 | 1115 WAIVER DSRIP- | HEALTH INSURANCE | $10,005.33 |
| 4-1100-444-00-240-005-0- | 212 | 1115 WAIVER DSRIP- | LIFE INSURANCE | $66.77 |
| 4-1100-444-00-240-005-0- | 220 | 1115 WAIVER DSRIP- | FICA | $5,848.00 |
| 4-1100-444-00-240-005-0- | 230 | 1115 WAIVER DSRIP- | RETIREMENT | $8,324.80 |
| 4-1100-444-00-240-005-0- | 250 | 1115 WAIVER DSRIP- | UNEMPLOYMENT COMP | $435.73 |
| 4-1100-444-00-240-005-0- | 260 | 1115 WAIVER DSRIP- | WORKER'S COMP | $129.96 |
| | | | | |
| | | | 2014 Budgetary Impact | $101,255.03 |

2015 Budgetary Impact: $113,911.92

**Possible Funding Sources:** **WITHIN DEPARTMENT BUDGET- SEE ATTACHED INTRADEPARTMENTAL TRANSFER**

**Comments:**

| |
|---|
| |
| |
| |

Hidalgo Co. Budget Office
2/3/2005

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2014 SALARY SCHEDULE**

**4-1100-444-00-240-005-0**

**1115 WAIVER DSRIP**

**42915**

| Slot # | Obj Code | POSITION TITLE | 2013 BUDGETED BASE SALARY | 2014 ADJUSTED AMOUNT | 2014 ADJUSTED BASE SALARY | COLA % | COLA AMOUNT | OTHER INCREASE | 2014 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| | | **CREATE THE FOLLOWING FULL TIME POSITIONS:** | | | | | | | | | | | | | | |
| 0001 | 113 | COORDINATOR II | $0.00 | $46,000.00 | $46,000.00 | 0 | $0.00 | $0.00 | $46,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 0002 | 113 | COORDINATOR I | $0.00 | $40,000.00 | $40,000.00 | 0 | $0.00 | $0.00 | $40,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | TOTAL | $0.00 | $86,000.00 | $86,000.00 | | $0.00 | $0.00 | $86,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

**APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.**

**PERSONNEL ACTIONS ARE PENDING CC APPROVAL.**

# INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** February 5, 2014

**2014**
**Transfer**

**DEPARTMENT HEAD:** Sergio Cruz, Budget Officer

**DEPARTMENT NAME:** Department of Budget & Management for Health & Human Ser.- Human Serv. Div.

**ACCOUNT NUMBER:** 4-1100-444-00-240-005-0- (1115 WAIVER DSRIP)

**SUBJECT:** **Intradepartmental transfer(s)**

**Contact:** Rosie Cantu
**Ph#:** 292-7025 ext 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

| FROM Object Code | Description | TO Object Code | Description | Amount |
|---|---|---|---|---|
| 890 | OTHER | 113 | REG F/T EMPLOYEES | $ 76,444.44 |
| 890 | OTHER | 211 | HEALTH INSURANCE | $ 10,005.33 |
| 890 | OTHER | 212 | LIFE INSURANCE | $ 66.77 |
| 890 | OTHER | 220 | FICA | $ 5,848.00 |
| 890 | OTHER | 230 | RETIREMENT | $ 8,324.80 |
| 890 | OTHER | 250 | UNEMLOYMENT COMP | $ 435.73 |
| 890 | OTHER | 260 | WORKERS COMP | $ 129.96 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | **TOTAL** | **$ 101,255.03** |

**REASON:** TRANSFER TO FUND THE SALARIES OF ONE NEW FULL TIME COORDINATOR II POSITION AND ONE COORDINATOR I POSITION IN THE HUMAN SERVICES 1115 WAIVER DSRIP PROJECT.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

Form DBM-201

**AI-42981** **Human Resources 7. C.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Sylvia Rios, HUMAN RESOURCES/CIVIL SERVICE

**Department:** HUMAN RESOURCES/CIVIL SERVICE

## Information

### CAPTION

Precinct #4 Road Maintenance & Precinct #4 BCAP (1200):
1. Approval of the following personnel actions effective 02/11/14:

| *Action* | *Dept./Program* | *Slot No.* | *Position Title* | Current Budgeted Salary | *Proposed Budgeted Salary* |
|---|---|---|---|---|---|
| N/A | Rd Maint. (124-007) | 0004 | Accounts Payable Specialist III | $43,701.00 | $43,701.00 |
| Delete allocation | BCAP (124-019) | 0003 | | $3,357.00 | -0- |

2. Approval of Precinct #4 BCAP revised salary schedule.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** SEE BELOW

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

**BUDGETARY IMPACT:**

**PCT 4 ROAD MAINTENANCE**

4-1200-431-00-124-007-0-XXX - NO BUDGETARY IMPACT

**PCT 4 BCAP**

4-1200-431-00-124-019-0-XXX - NO BUDGETARY IMPACT/ COST SAVINGS.

## Attachments

PAR FORM

FISCAL NOTES

revised

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/04/2014 09:46 AM |
| Rosalinda Cantu | Rosie Cantu | 02/05/2014 02:16 PM |
| Obdett Calzada | Obdett Calzada | 02/05/2014 03:49 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Sylvia Rios Started On: 02/03/2014 01:41 PM

Final Approval Date: 02/07/2014

# HIDALGO COUNTY
## Personnel Adjustment Request Form

RECEIVED
JAN 30 2014
HUMAN RESOURCES

**DEPARTMENT NAME/NUMBER:** PCT 4 ROAD MAINTENANCE/ BCAP **DATE:** 1/24/2014

**CURRENT POSITION TITLE:** ACCOUNTS PAYABLE SPECIALIST III **CURRENT SLOT #:** 124-007 (Slot No. 0004)
124-019 (Slot No. 0003)

**REQUESTED POSITION TITLE:** N/A

**REQUEST FOR:**

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE ALLOCAT. (124-019 BCAP)

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

**POSITION SALARY REQUEST:**

| Account No. | No. of Positions | Current Budgeted Salary/ Allowance | Proposed Budgeted Salary/ Allowance | Net Change |
|---|---|---|---|---|
| 124-007 | 1 | $ 43,701.00 | $ 43,701.00 | $ 0.00 |
| 124-019 | 1 | $ 3,357.00 | $ 0.00 | $ (3,357.00) |

**Position to be funded from one of the following:**

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other **NO BUDGETARY IMPACT/ COST SAVINGS**

**POSITION Type:**

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ Enter hourly rate for temp. positions

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

**TEMPORARY POSITIONS:**

| 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 | ☒ |

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

Funding is no longer needed in this position ; funding will be used on Hooker Sub. project.

**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

Action to delete allocation effective 02-11-14 (per Gloria Beltran on 02.03.14) MM

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1. | Joseph Palacios MAB<br>DEPARTMENT HEAD | 1/29/14<br>Date | FUNDING AVAILABLE IN DEPT. BUDGET | ☑ | YES | ☐ | NO |
| 2. | Esther A. Cortez Ley Sylvia Rios<br>HUMAN RESOURCES DIRECTOR | 01.31.14<br>Date | PERSONNEL PROCEDURES COMPLETED | ☑ | YES | ☐ | NO |
| 3. | <br>DEPARTMENT OF BUDGET & MANAGEMENT | 02/05/2014<br>Date | BUDGET PROCEDURES COMPLETED | ☑ | YES | ☐ | NO |
| 4. | <br>COMMISSIONERS' COURT APPROVAL | <br>Date | | | | | |

# 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, February 11, 2014**

**Agenda Item:** **42981**

**Summary of request/proposal:**
**Precinct #4 BCAP(1200):**
**Approval to delete the following Pct 4 BCAP cost allocation (slot 124-019-0003) to the Rd Maint. Accounts Payable Specialist III position (slot 124-007-0004):**

| Fund | Position | Slot # | Obj | Current Budgeted Salary Allowance | Proposed Budgeted Salary/ Allowance | Total Requested |
|---|---|---|---|---|---|---|
| 1200 | ACCOUNTS PAYABLE SPEC. III | 0003 | 113 | 3,357.00 | 0.00 | (3,357.00) |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | TOTAL | | 3,357.00 | 0.00 | (3,357.00) |

**Budgetary Impact:**

| INCREASE/DECREASE ACCOUNT NUMBER | | ACCOUNT (OBJECT) NAME | | AMOUNT |
|---|---|---|---|---|
| 4-1200-431-00-124-019-0- | 113 | PCT 4 BCAP - | REGULAR FULL TIME | ($2,984.00) |
| 4-1200-431-00-124-019-0- | 211 | PCT 4 BCAP - | HEALTH INSURANCE | ($354.19) |
| 4-1200-431-00-124-019-0- | 212 | PCT 4 BCAP - | LIFE INSURANCE | ($2.36) |
| 4-1200-431-00-124-019-0- | 220 | PCT 4 BCAP - | FICA | ($228.28) |
| 4-1200-431-00-124-019-0- | 230 | PCT 4 BCAP - | RETIREMENT | ($324.96) |
| 4-1200-431-00-124-019-0- | 250 | PCT 4 BCAP - | UNEMPLOYMENT COMP | ($17.01) |
| 4-1200-431-00-124-019-0- | 260 | PCT 4 BCAP - | WORKER'S COMP | ($5.97) |
| | | | | |
| | | | 2014 Budgetary Impact | ($3,916.77) |

2015 Budgetary Impact: ($4,406.35)

**Possible Funding Sources:** **NO BUDGETARY IMPACT/ COST SAVINGS**

**Comments:**

Hidalgo Co. Budget Office
2/3/2005

**HIDALGO COUNTY**
***COMMISSIONER COURT***
**2014 SALARY SCHEDULE**

**4-1200-431-00-124-019-0**

**42981**

**PCT 4 BCAP**

| Slot # | Obj Code | POSITION TITLE | 2013 BUDGETED BASE SALARY | 2014 ADJUSTED AMOUNT | 2014 ADJUSTED BASE SALARY | COLA % | COLA AMOUNT | OTHER INCREASE | 2014 APPROVED BUDGETED SALARY | ACTUAL SALARY | Other Allowances | | | | | ACTUAL TOTAL COMPENSATION |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | Longevity 115 | Interpet. 116 | Supplem. 117 | Auto A. 118 | Clothing 119 | |
| 0002 | 113 | FIXED ASSET MANAGER | $3,805.00 | $0.00 | $3,805.00 | 0 | $0.00 | $0.00 | $3,805.00 | $3,805.00 | $64.18 | $0.00 | $0.00 | $0.00 | $0.00 | $3,869.18 |
| | | **DELETE THE FOLLOWING COST ALLOCATION** | | | | | | | | | | | | | | |
| ~~0003~~ | ~~113~~ | ~~ACCOUNTS PAYABLE SPECIALIST III~~ | ~~$3,357.00~~ | ~~$0.00~~ | ~~$3,357.00~~ | ~~0~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$3,357.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ | ~~$0.00~~ |
| | | **TOTAL** | **$3,805.00** | **$0.00** | **$3,805.00** | | **$0.00** | **$0.00** | **$3,805.00** | **$3,805.00** | **$64.18** | **$0.00** | **$0.00** | **$0.00** | **$0.00** | **$3,869.18** |

**APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.**

**PERSONNEL ACTIONS ARE PENDING CC APPROVAL.**

**AI-42861** **Sheriff's Office 8. A.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Maria Del Rosario Gonzalez, SHERIFF DEPT.

**Department:** SHERIFF DEPT.

## Information

### CAPTION

Operation Stonegarden (1284):
Authorization and approval to de-obligate remaining amounts in fourteen (14) of the participating cities and two (2) of the Hidalgo County Constable Precincts (PCT. 2, and PCT. 3) and transferring of amounts to the 2011 Operation Stonegarden Sheriff's Office grant budget.

| | |
|---|---|
| Alamo - $1,633.50 | Penitas - $4,085.80 |
| Alton - $10,623.09 | Pharr - $3,649.96 |
| Donna - $3,901.16 | San Juan - $3,203.48 |
| Edinburg - $6,359.64 | Sullivan City - $1,144.30 |
| Hidalgo - $15,102.50 | Weslaco - $24,834.34 |
| La Joya - $5,058.08 | Pct. #2 - $938.83 |
| Mercedes - $9,217.21 | Pct. #3 - $1,095.70 |
| Mission - $843.76 | |
| Palmhurst - $6,537.27 | |

### BACKGROUND

Grant number: EMW-2011-SS-0019 (Federal)

11-GA-48215-03 (SAA--State Administrative Agency)

Grant was awarded to the Hidalgo County Sheriff's Office, PCT. 2, PCT. 3, PCT. 4, and fifteen (15) city police departments: Alamo, Alton, Donna, Edinburg, Hidalgo, La Joya, Mercedes, Mission, Palmhurst, Palmview, Penitas, Pharr, San Juan, Sullivan City, and Weslaco.

On 1/7/14 AI#42485, CC approved the acceptance of the Grant Adjustment Notice in reference to Operation Stonegarden 2011 as follows:

Original award termination date: November 30, 2013
New termination date: March 31, 2014

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1284-421-00-280-047-4-XXX

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

**BUDGETARY IMPACT:**

Funds are available as of 1/27/14.
No local match is required.

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1284-480-00-280-XXX-4-XXX

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

**BUDGETARY IMPACT:**

Funds are available as of 1/27/14.
No local match is required.

---

## Attachments

Approval Letter
Frag Order
BA OPSG 11 Reallocation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Emilia Uriegas | Emilia Uriegas | 01/31/2014 04:08 PM |
| Budget & Management | Debbie Tamez | 02/03/2014 01:45 PM |
| Obdett Calzada | Obdett Calzada | 02/07/2014 09:55 AM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Maria Del Rosario Gonzalez Started On: 01/27/2014

Final Approval Date: 02/07/2014

**U.S. Department of Homeland Security**
Washington, DC 20472

FEMA

**FY2011 OPSG Approval Texas – Hidalgo 12-MCAMCA-01-001 V2**

January 9, 2014

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is approved:

**Operations Order No**: 12-MCAMCA-01-001 V2
**Fiscal Year**: 2011
**Amount Approved**: $98,669.82 (reallocation)
**Operations Order Dates**: 10/1/2010 to 3/31/2014
**Recipient**: Hidalgo County, Texas

Expenditures from the Operations Order that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) include: overtime costs, mileage, equipment and maintenance costs. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

# HIDALGO COUNTY SHERIFF'S OFFICE

## SHERIFF GUADALUPE "LUPE" TREVIÑO

December 13, 2013

To: Mark Silveira
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grants Programs Directorate, Grants

Thru: Mario Garza
United States Border Patrol
Rio Grande Valley Sector
Program Manager, Operation Stonegarden

RE: Budget Amendment/Reallocation of 2011 OPSG Funds

Dear Chief Silveira:

The 2011 Operation Stonegarden performance grant period ended on November 30, 2013. Total funding awarded to Hidalgo County was $800,817.00. These funds were shared with eighteen (18) local law enforcement agencies which were invited to participate in 2011 Operation Stonegarden.

Hidalgo County Sheriff's Office exhausted all the funds received, however some of the participating agencies had some difficulties exhausting their awarded funds. These outstanding uncommitted funds total $98,744.08 as of December 2, 2013. We have attached an excel document listed as **Exhibit 1** providing the name of the agency and the respective unspent funds. The purpose of this request is to de-obligate and reallocate these uncommitted funds to the Hidalgo County Sheriff's Office for the continuation and support of achieving, sustaining the goals and objectives described in the collaborative Stonegarden Operational Plan.

We have submitted a NO COST ninety (90) day grant extension with the Texas Homeland Security Administrative Agency. If granted, this extension will enable Hidalgo County Sheriff's Office to de-obligate the uncommitted funds from the participating law enforcement agencies and re-allocate the funds to Hidalgo County Sheriff's Office.

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

Uncommitted combined funds categories by agency (**Exhibit 1**)

Equipment (from 7 agencies):$35,829.74
Overtime (from 10 agencies): $40,009.15
Fringe Benefits (from 11 agencies): $11,111.46
Fuel/Mileage (from 7 agencies): $11,793.73
Total: $98,744.08

Hidalgo County Sheriff's Office spending plan to exhaust these remaining funds is as follows (**Exhibit 2**):

Hidalgo County Sheriff's Office is requesting to move the funds into the following categories:

Overtime: $72,685.20
Fringe: $15,707.27
Mileage/Fuel: $10,277.35
Total to reallocate: $98,669.82
Unspent/uncommitted funds: $74.26

Thank you in advance for your consideration to our request.

Sincerely,

Guadalupe "Lupe" Treviño
Hidalgo County Sheriff

2011 STONEGARDEN UNCOMMITTED FUNDS
AS OF 12/2/13 **EXHIBIT 1**

Hidalgo County

Grant No. 2011-SR-48215-01

| AGENCY | OVERTIME | FRINGE | EQUIPMENT | FUEL/MILEAGE | GRAND TOTAL |
|---|---|---|---|---|---|
| SHERIFF | 11,363.29 | 769.22 | 5,543.31 | 0 | 17,675.82 |
| ALAMO | 321.94 | 0 | 1,017.06 | 294.50 | 1,633.50 |
| DONNA | 0 | 281.61 | 0 | 3,619.55 | 3,901.16 |
| EDINBURG | 0 | 0 | 0 | 6,359.64 | 6,359.64 |
| HIDALGO | 2,299.45 | 527.81 | 11,396.17 | 879.07 | 15,102.50 |
| LA JOYA | 0 | 0 | 5,058.08 | 0 | 5,058.08 |
| MERCEDES | 6.42 | 100.19 | 8,712.57 | 398.03 | 9,217.21 |
| MISSION | 0 | 843.76 | 0 | 0 | 843.76 |
| PALMVIEW | 0 | 0 | 0 | 0 | 0 |
| PENITAS | 0 | 0 | 4,085.80 | 0 | 4,085.80 |
| PHARR | 903.55 | 2,746.41 | 0 | 0 | 3,649.96 |
| SAN JUAN | 2,489.18 | 697.55 | 16.75 | 0 | 3,203.48 |
| SULLIVAN CITY | 438.75 | 478.28 | 0 | 227.27 | 1,144.30 |
| WESLACO | 20,875.49 | 3,958.85 | 0 | 0 | 24,834.34 |
| CONST. PRT. 2 | 673.02 | 265.81 | 0 | 0 | 938.83 |
| CONST. PRT. 3 | 638.06 | 441.97 | | 15.67 | 1,095.70 |
| CONST. PRT. 4 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 40,009.15 | 11,111.46 | 35,829.74 | 11,793.73 | 98,744.08 |

## FINANCIAL COST ESTIMATE

**1. NAME OF PROGRAM / ASSISTANCE:** Operation Stonegarden FY 2011

**2. APPLICANT NAME:** HIDALGO COUNTY SHERIFF'S OFFICE

**3. ESTIMATED MONTHLY EXPENSES:**

*a. Personnel Estimate*

| Position | Number of Personnel | Hourly Rate | Overtime Rate (Time and 1/2) | Number of O/T Hours per Person per Day | Number of Days | Salary | FRINGES 21.61% | Total Salary & Fringe |
|---|---|---|---|---|---|---|---|---|
| Deputy | 5 | $22.95 | $34.43 | 10 | 34 | $58,522.50 | $12,646.71 | $71,169.21 |
| Supervisor | 1 | $27.77 | $41.66 | 10 | 34 | $14,162.70 | $3,060.56 | $17,223.26 |
| | | | $0.00 | | | $0.00 | $0.00 | $0.00 |
| | | | $0.00 | | | $0.00 | $0.00 | $0.00 |
| | | | $0.00 | | | $0.00 | $0.00 | $0.00 |
| | | | $0.00 | | | $0.00 | $0.00 | $0.00 |
| | | | | | | $72,685.20 | 15,707.27 | Total Personnel Estimates $88,392.47 |

*b. Travel & Per Diem Estimate*

| Position | Number of Personnel | Commercial Travel Costs | Mileage from / to County | Estimated Ave. Daily Miles | Number of Days | Total Mileage Cost | Hotel Rate $85 Maximum | Hotel Tax Rate | Meals $36 Maximum | Travel Totals |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | $0.00 | | $0.00 | | $0.00 |
| | | | | | | $0.00 | | $0.00 | | $0.00 |
| | | | | | | | | | Total Travel & Per Diem Estimate | $0.00 |

*c. Operational Cost Estimate*

| | Number of Cars | Number of Miles per Car | Number of Days | Rate per Mile | Subtotal |
|---|---|---|---|---|---|
| *Mileage* | 5 | 107 | 34 | $0.565 | $10,277.35 |
| *Fuel Costs* | | 3 | | | |
| *Other Costs* | | | | | |
| | | | Total Operational Cost Estimate | | $10,277.35 |

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

**4. NUMBER OF MONTHS IN THE GRANT PERIOD:** 6

**5. ARE YOU PAID MONTHLY OR BI-MONTHLY:** BI-MONTHLY

**6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD:** 80

**7. TOTAL AMOUNT OF APPLICATION**

| | Total Grant |
|---|---|
| a. Personnel Estimate | $88,392.47 |
| b. Travel & Per Diem Estimate | $0.00 |
| c. Operational Cost Estimate | $10,277.35 |
| Total Expenses | $98,669.82 |

X

Signature of Grant Official

**8. TYPE OF PAYMENT YOU PREFER: (check one)**

Reimbursement: X

ONE TIME Advance Payment Request:

Form A-4 EXHIBIT 2
(10/13)

DATE: January 29, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2011--Alamo

ACCOUNT NUMBER: 4-1284-480-00-280-070-4-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 4-1284-480-00-280-070-4-131 | Stonegarden Alamo--Overtime | (321.94) |
| 4-1284-480-00-280-070-4-581 | Stonegarden Alamo--Travel in county | (294.50) |
| 4-1284-480-00-280-070-4-841 | Stonegarden Alamo--Aid to Gov't Agency | (1,017.06) |
| 4-1284-331-12-280-070-4-000 | Stonegarden Alamo--Revenues | (1,633.50) |
| | | |
| 4-1284-421-00-280-047-4-131 | Operation Stonegarden--Overtime | 1,633.50 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 1,633.50 |

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2011 Operation Stonegarden City of Alamo grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.**

**Grant Number: 2011-SR-48215-01**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 29, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2011-Alton

ACCOUNT NUMBER: 4-1284-480-00-280-052-4-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 4-1284-480-00-280-052-4-131 | Stonegarden Alton--Overtime | (4,744.14) |
| 4-1284-480-00-280-052-4-220 | Stonegarden Alton--FICA | (68.79) |
| 4-1284-480-00-280-052-4-230 | Stonegarden Alton--Retirement | (432.20) |
| 4-1284-480-00-280-052-4-250 | Stonegarden Alton--Unemployment Comp. | (37.95) |
| 4-1284-480-00-280-052-4-260 | Stonegarden Alton--Worker's Comp. | (229.14) |
| 4-1284-480-00-280-052-4-841 | Stonegarden Alton--Aid to Gov't Agency | (5,110.87) |
| 4-1284-331-12-280-052-4-000 | Stonegarden Alton--Revenues | (10,623.09) |
| | | |
| 4-1284-421-00-280-047-4-131 | Operation Stonegarden--Overtime | 10,623.09 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 10,623.09 |

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2011 Operation Stonegarden City of Alton grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.**

**Grant Number: 2011-SR-48215-01**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 29, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2011--Donna

ACCOUNT NUMBER: 4-1284-480-00-280-048-4-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 4-1284-480-00-280-048-4-230 | Stonegarden Donna--Retirement | (281.61) |
| 4-1284-480-00-280-048-4-626 | Stonegarden Donna--Gasoline/Diesel | (3,619.55) |
| 4-1284-331-12-280-048-4-000 | Stonegarden Donna--Revenues | (3,901.16) |
| | | |
| 4-1284-421-00-280-047-4-131 | Operation Stonegarden--Overtime | 3,901.16 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 3,901.16 |

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2011 Operation Stonegarden City of Donna grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.**

**Grant Number: 2011-48215-01**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 29, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2011--Edinburg

ACCOUNT NUMBER: 4-1284-480-00-280-088-4-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 4-1284-480-00-280-088-4-581 | Stonegarden Edinburg--Travel in County | (6,359.64) |
| 4-1284-331-12-280-088-4-000 | Stonegarden Edinburg--Revenues | (6,359.64) |
| | | |
| 4-1284-421-00-280-047-4-581 | Operation Stonegarden--Travel in County | 6,359.64 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 6,359.64 |

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2011 Operation Stonegarden City of Edinburg grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.**

**Grant Number: 2011-48215-01**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 29, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2011--Hidalgo

ACCOUNT NUMBER: 4-1284-480-00-280-049-4-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 4-1284-480-00-280-049-4-131 | Stonegarden Hidalgo--Overtime | (2,299.45) |
| 4-1284-480-00-280-049-4-220 | Stonegarden Hidalgo--FICA | (352.52) |
| 4-1284-480-00-280-049-4-230 | Stonegarden Hidalgo--Retirement | (175.29) |
| 4-1284-480-00-280-049-4-581 | Stonegarden Hidalgo--Travel in County | (879.07) |
| 4-1284-480-00-280-049-4-841 | Stonegarden Hidalgo--Aid to Gov't Agency | (11,396.17) |
| 4-1284-331-12-280-049-4-000 | Stonegarden Hidalgo--Revenues | (15,102.50) |
| | | |
| 4-1284-421-00-280-047-4-131 | Operation Stonegarden--Overtime | 15,102.50 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 15,102.50 |

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2011 Operation Stonegarden City of Hidalgo grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.**

**Grant Number: 2011-SR-48215-01**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: **January 29, 2014**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **Operation Stonegarden FY2011--La Joya**

ACCOUNT NUMBER: **4-1284-480-00-280-050-4-XXX**

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 4-1284-480-00-280-050-4-841 | Stonegarden La Joya--Aid to Gov't Agency | (5,058.08) |
| 4-1284-331-12-280-050-4-000 | Stonegarden La Joya--Revenues | (5,058.08) |
| | | |
| 4-1284-421-00-280-047-4-131 | Operation Stonegarden--Overtime | 5,058.08 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 5,058.08 |

**TOTAL APPROPRIATIONS** 0.00

REASON: **To de-obligate remaining balance in the 2011 Operation Stonegarden City of La Joya grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.**

**Grant Number: 2011-48215-01**

DEPARTMENT HEAD SIGNATURE

/ / 
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 29, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2011--Mercedes

ACCOUNT NUMBER: 4-1284-480-00-280-072-4-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 4-1284-480-00-280-072-4-131 | Stonegarden Mercedes--Overtime | (6.42) |
| 4-1284-480-00-280-072-4-220 | Stonegarden Mercedes--FICA | (0.51) |
| 4-1284-480-00-280-072-4-260 | Stonegarden Mercedes--Worker's Comp. | (99.68) |
| 4-1284-480-00-280-072-4-581 | Stonegarden Mercedes--Travel in County | (398.03) |
| 4-1284-480-00-280-072-4-841 | Stonegarden Mercedes--Aid to Gov't Agency | (8,712.57) |
| 4-1284-331-12-280-072-4-000 | Stonegarden Mercedes--Revenues | (9,217.21) |
| | | |
| 4-1284-421-00-280-047-4-131 | Operation Stonegarden--Overtime | 9,217.21 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 9,217.21 |

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2011 Operation Stonegarden City of Mercedes grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.**

**Grant Number: 2011-SR-48215-01**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 29, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2011--Mission

ACCOUNT NUMBER: 4-1284-480-00-280-054-4-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 4-1284-480-00-280-054-4-230 | Stonegarden Mission--Retirement | (489.66) |
| 4-1284-480-00-280-054-4-260 | Stonegarden Mission--Worker's Comp. | (354.10) |
| 4-1284-331-12-280-054-4-000 | Stonegarden Mission--Revenues | (843.76) |
| | | |
| 4-1284-421-00-280-047-4-230 | Operation Stonegarden--Retirement | 489.66 |
| 4-1284-421-00-280-047-4-260 | Operation Stonegarden--Worker's Comp. | 354.10 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 843.76 |

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2011 Operation Stonegarden City of Mission grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.**

**Grant Number: 2011-SR-48215-01**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: **January 29, 2014**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **Operation Stonegarden FY2011--Palmhurst**

ACCOUNT NUMBER: **4-1284-480-00-280-073-4-XXX**

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 4-1284-480-00-280-073-4-131 | Stonegarden Palmhurst--Overtime | (6,537.27) |
| 4-1284-331-12-280-073-4-000 | Stonegarden Palmhurst--Revenues | (6,537.27) |
| | | |
| 4-1284-421-00-280-047-4-131 | Operation Stonegarden--Overtime | 6,537.27 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 6,537.27 |

**TOTAL APPROPRIATIONS** **0.00**

REASON: **To de-obligate remaining balance in the 2011 Operation Stonegarden City of Palmhurst grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.**

**Grant Number: 2011-48215-01**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 29, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2011--Penitas

ACCOUNT NUMBER: 4-1284-480-00-280-074-4-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 4-1284-480-00-280-074-4-841 | Stonegarden Penitas--Aid to Gov't Agency | (4,085.80) |
| 4-1284-331-12-280-074-4-000 | Stonegarden Penitas--Revenues | (4,085.80) |
| | | |
| 4-1284-421-00-280-047-4-131 | Operation Stonegarden--Overtime | 4,085.80 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 4,085.80 |

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2011 Operation Stonegarden City of Penitas grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.**

**Grant Number: 2011-SR-48215-01**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: **January 29, 2014**

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **Operation Stonegarden FY2011--Pharr**

ACCOUNT NUMBER: **4-1284-480-00-280-053-4-XXX**

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 4-1284-480-00-280-053-4-131 | Stonegarden Pharr--Overtime | (903.55) |
| 4-1284-480-00-280-053-4-220 | Stonegarden Pharr--FICA | (69.12) |
| 4-1284-480-00-280-053-4-230 | Stonegarden Pharr--Retirement | (1,366.99) |
| 4-1284-480-00-280-053-4-250 | Stonegarden Pharr--Unemployment Comp. | (748.44) |
| 4-1284-480-00-280-053-4-260 | Stonegarden Pharr--Workers Comp. | (561.86) |
| 4-1284-331-12-280-053-4-000 | Stonegarden Pharr--Revenues | (3,649.96) |
| | | |
| 4-1284-421-00-280-047-4-131 | Operation Stonegarden--Overtime | 180.36 |
| 4-1284-421-00-280-047-4-581 | Operation Stonegarden--Travel in County | 3,469.60 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 3,649.96 |

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2011 Operation Stonegarden City of Pharr grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.**

**Grant Number: 2011-48215-01**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 29, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2011--San Juan

ACCOUNT NUMBER: 4-1284-480-00-280-076-4-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| 4-1284-480-00-280-076-4-131 | Stonegarden San Juan--Overtime | (2,489.18) |
| 4-1284-480-00-280-076-4-220 | Stonegarden San Juan--FICA | (190.42) |
| 4-1284-480-00-280-076-4-230 | Stonegarden San Juan--Retirement | (227.88) |
| 4-1284-480-00-280-076-4-250 | Stonegarden San Juan--Unemployment comp. | (158.82) |
| 4-1284-480-00-280-076-4-260 | Stonegarden San Juan--Worker's Comp. | (120.43) |
| 4-1284-480-00-280-076-4-841 | Stonegarden San Juan--Aid to Gov't Agency | (16.75) |
| 4-1284-331-12-280-076-4-000 | Stonegarden San Juan--Revenues | (3,203.48) |
| | | |
| 4-1284-421-00-280-047-4-131 | Operation Stonegarden--Overtime | 3,203.48 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 3,203.48 |

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2011 Operation Stonegarden City of San Juan grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.**

**Grant Number: 2011-SR-48215-01**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 29, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2011--Sullivan City

ACCOUNT NUMBER: 4-1284-480-00-280-077-4-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 4-1284-480-00-280-077-4-131 | Stonegarden Sullivan City--Overtime | (438.75) |
| 4-1284-480-00-280-077-4-220 | Stonegarden Sullivan City--FICA | (33.57) |
| 4-1284-480-00-280-077-4-260 | Stonegarden Sullivan City--Workers Comp. | (444.71) |
| 4-1284-480-00-280-077-4-581 | Stonegarden Sullivan City--Travel in County | (227.27) |
| 4-1284-331-12-280-077-4-000 | Stonegarden Sullivan City--Revenues | (1,144.30) |
| | | |
| | | |
| 4-1284-421-00-280-047-4-131 | Operation Stonegarden--Overtime Pay | 1,144.30 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 1,144.30 |

TOTAL APPROPRIATIONS 0.00

REASON: To de-obligate remaining balance in the 2011 Operation Stonegarden City of Sullivan City grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.

Grant Number: 2011-SR-48215-01

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 29, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2011-Weslaco

ACCOUNT NUMBER: 4-1284-480-00-280-078-4-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 4-1284-480-00-280-078-4-131 | Stonegarden Weslaco--Overtime | (20,875.49) |
| 4-1284-480-00-280-078-4-220 | Stonegarden Weslaco--FICA | (1,596.99) |
| 4-1284-480-00-280-078-4-230 | Stonegarden Weslaco--Retirement | (973.43) |
| 4-1284-480-00-280-078-4-260 | Stonegarden Weslaco--Worker's Comp. | (1,388.43) |
| 4-1284-331-12-280-078-4-000 | Stonegarden Weslaco--Revenues | (24,834.34) |
| | | |
| 4-1284-421-00-280-047-4-131 | Operation Stonegarden--Overtime | 10,678.59 |
| 4-1284-421-00-280-047-4-220 | Operation Stonegarden--FICA | 5,246.49 |
| 4-1284-421-00-280-047-4-230 | Operation Stonegarden--Retirement | 7,202.15 |
| 4-1284-421-00-280-047-4-250 | Operation Stonegarden--Unemployment Comp. | 244.08 |
| 4-1284-421-00-280-047-4-260 | Operation Stonegarden--Worker's Comp. | 1,463.03 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 24,834.34 |

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2011 Operation Stonegarden City of Weslaco grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2011-SR-48215-01

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 28, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2011--PCT. 2

ACCOUNT NUMBER: 4-1284-421-00-292-047-4-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 4-1284-421-00-292-047-4-131 | Stonegarden PCT. 2--Overtime | (673.02) |
| 4-1284-421-00-292-047-4-220 | Stonegarden PCT. 2--FICA | (118.43) |
| 4-1284-421-00-292-047-4-230 | Stonegarden PCT. 2--Retirement | (95.02) |
| 4-1284-421-00-292-047-4-250 | Stonegarden PCT. 2--Unemployment Comp. | (52.36) |
| 4-1284-331-12-292-047-4-000 | Stonegarden PCT. 2--Revenues | (938.83) |
| | | |
| 4-1284-421-00-280-047-4-131 | Operation Stonegarden--Overtime | 673.02 |
| 4-1284-421-00-280-047-4-220 | Operation Stonegarden--FICA | 118.43 |
| 4-1284-421-00-280-047-4-230 | Operation Stonegarden--Retirement | 95.02 |
| 4-1284-421-00-280-047-4-250 | Operation Stonegarden--Unemployment Comp. | 52.36 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 938.83 |

TOTAL APPROPRIATIONS 0.00

REASON: To de-obligate remaining balance in the 2011 Operation Stonegarden PCT. 2 grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.

Grant Number: 2011-SR-48215-01

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: January 28, 2014

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Operation Stonegarden FY2011--PCT. 3

ACCOUNT NUMBER: 4-1284-421-00-293-047-4-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

| INCREASE OBJECT NUMBER'S) | ACCOUNT OBJECT NAME | AMOUNT |
|---|---|---|
| | | |
| 4-1284-421-00-293-047-4-131 | Stonegarden PCT. 3--Overtime | (638.06) |
| 4-1284-421-00-293-047-4-220 | Stonegarden PCT. 3--FICA | (195.50) |
| 4-1284-421-00-293-047-4-230 | Stonegarden PCT. 3--Retirement | (128.60) |
| 4-1284-421-00-293-047-4-250 | Stonegarden PCT. 3--Unemployment Comp. | (117.87) |
| 4-1284-421-00-293-047-4-581 | Stonegarden PCT. 3--Travel in County | (15.67) |
| 4-1284-331-12-293-047-4-000 | Stonegarden PCT. 3--Revenues | (1,095.70) |
| | | |
| 4-1284-421-00-280-047-4-131 | Operation Stonegarden--Overtime Pay | 638.06 |
| 4-1284-421-00-280-047-4-220 | Operation Stonegarden--FICA | 195.50 |
| 4-1284-421-00-280-047-4-230 | Operation Stonegarden--Retirement | 128.60 |
| 4-1284-421-00-280-047-4-250 | Operation Stonegarden--Unemployment Comp. | 117.87 |
| 4-1284-421-00-280-047-4-581 | Operation Stonegarden--In-County Travel | 15.67 |
| 4-1284-331-12-280-047-4-000 | Operation Stonegarden--Revenues | 1,095.70 |

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2011 Operation Stonegarden PCT. 3 grant budget and transfer amounts to the 2011 Operation Stonegarden Sheriff's Office Grant.**

**Grant Number: 2011-SR-48215-01**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-42973** **Health & Human Services Dept. 9. C.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

**CAPTION**

Discussion and approval to accept Deed Without Warranties from Texas Health and Human Services Commission to the John Austin Pena Memorial Center.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:**

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

**BUDGETARY IMPACT:**

## Attachments

Deed

legal

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/04/2014 09:55 AM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Mike Escaname Started On: 02/03/2014 01:01 PM

Final Approval Date: 02/07/2014

RECEIVED
Hidalgo County Health
& Human Services Department
JAN 31 2014

# TEXAS HEALTH AND HUMAN SERVICES COMMISSION

1304 S. 25th Ave.
Edinburg, Texas 78542

KYLE L. JANEK, M.D.
EXECUTIVE COMMISSIONER

January 23, 2014

Mr. Eduardo Olivarez
Hidalgo County
1304 South 25th Avenue
Edinburg, Tx. 78542

Dear Mr. Olivarez:

Attached please find the deed to convey the substance abuse center property back to Hidalgo County. After the deed has been filed in the County records, please return a copy stamped as recorded to my attention. An email will be fine and my address is chris.palmer@hhsc.state.tx.us. Thank you for your help and best wishes in the operation of this new facility.

Sincerely,

Chris Palmer CCIM, CPM

**DEED WITHOUT WARRANTIES**

DATE: January 22, 2014

GRANTOR: The State of Texas, by and through the Department of State Health Services

GRANTOR'S MAILING ADDRESS (including county): 1100 West 49th Street
Austin, Texas 78756
Travis County, Texas

GRANTEE: Hidalgo County, Texas

GRANTEE'S MAILING ADDRESS (including county): 100 N. Closner
Edinburg, Texas 78539
Hidalgo County, Texas

CONSIDERATION:

Ten Dollars and other good and valuable consideration paid by the Grantee named above, including an agreement between the Grantor and Grantee that requires Hidalgo County to continuously use the property in a manner that primarily promotes a public purpose of the state.

PROPERTY (including any improvements):

A 6.31 ACRE TRACT OF LAND OUT OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2990, PAGE 579, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS NORTH 430.00 FEET FROM THE SOUTHEAST CORNER OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION.

THENCE; WEST, A DISTANCE OF 629.83 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; ALONG THE WEST LINE OF THE MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION AND ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 08°19'16", RADIUS = 417.50 FEET), A DISTANCE OF 60.63 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 36°11'47'E, ALONG THE WEST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, A DISTANCE OF 917.64 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE WEST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, AND ALONG THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 26°51'18", RADIUS = 76.44 FEET), A DISTANCE OF 37.08 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, ALONG THE NORTH LINE OF THE MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, A DISTANCE OF 41.20 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE EAST LINE OF THE MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, A DISTANCE OF 824.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.31 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

A 0.436 ACRE TRACT OF LAND OUT OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2990, PAGE 579, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF F.M. 2128 AND ON THE EAST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS NORTH, 50.00 FEET FROM THE SOUTHEAST CORNER OF MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION.

THENCE; N 89°52'W, ALONG THE NORTH RIGHT OF WAY LINE OF F.M. 2128, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, A DISTANCE OF 379.88 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF THE MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE EAST LINE OF THE MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.436 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MULTI-PURPOSE FACILITY FOR PRECINCT No. 4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANT:

Grantor, for the consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee in fee simple the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, executors, administrators, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded. Grantee is further required to continuously use the property and its improvements in a manner that primarily promotes a public purpose of the state. If Grantee fails to use the property in a manner that does not primarily promote a public purpose of the state for more than 180 continuous days, ownership of the property automatically reverts to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being the intent of Grantor to convey a fee simple determinable estate to Grantee.

The Property is conveyed subject to all mineral leases, covenants, reservations, easements, discrepancies in boundary, encroachments, restrictions, statutes, ordinances or exceptions affecting the Property.

GRANTEE, BY ITS ACCEPTANCE HEREOF, ACCEPTS THE PROPERTY IN ITS PHYSICAL CONDITION AS OF THE DATE HEREOF, AS IS, WHERE IS AND WITH ALL FAULTS, AND ACKNOWLEDGES THAT IT HAS NO RECOURSE WHATSOEVER AGAINST GRANTOR WITH RESPECT TO THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, WITH RESPET TO THE PHYSICAL CONDITION, USE OR USEFULNESS OF THE PROPERTY OR ANY PORTION THEREOF, AND (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIORNMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIRMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSAL OF ANY HAZARDOUS WASTE OR SUBSTANCE.

When the context requires, singular nouns and pronouns include the plural.

**The State of Texas, by and through the**
**Department of State Health Services**

**By:** _____
**David L. Lakey, M.D., Commissioner**

**ACKNOWLEDGEMENT**

STATE OF TEXAS §
§
COUNTY OF TRAVIS § 

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared DAVID L. LAKEY, acting on behalf of **GRANTOR**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22nd day of JANUARY, 2014 A.D.

_____
Notary Public in and for the State of Texas

ELIZABETH J. BOYT
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-19-2014

## Mike Escaname

**From:** Eddie Olivarez <eddie.olivarez@hchd.org>
**Sent:** Monday, February 03, 2014 1:07 PM
**To:** Mike Escaname; Josie Escalante
**Subject:** FW: John Austin Pena Deed

**Importance:** High

**Mike can we get this on the agenda for next Tuesday!**

**Eduardo Olivarez**
**Chief Administrative Officer**
**Hidalgo County Health and Human Services**
**1304 South 25th Ave.**
**Edinburg, Texas 78542**
**956-383-8858 Office**
**www.twitter.com/hidalgohealth**

---

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Monday, February 03, 2014 11:34 AM
**To:** 'Eddie Olivarez'
**Subject:** RE: John Austin Pena Deed

Eddie: Please place on the agenda under this title: "Discussion and approval to accept Deed Without Warranties from Texas Health and Human Services Commission to the John Austin Pena (use correct name of the center here)".

---

**From:** Eddie Olivarez [mailto:eddie.olivarez@hchd.org]
**Sent:** Monday, February 03, 2014 10:48 AM
**To:** Steve Crain
**Cc:** Josie Escalante; brenda.salazar@hchd.org; Mike Escaname; Martha Salazar; valde.guerra
**Subject:** John Austin Pena Deed

**Steve**

**For your review and recommendation on any action if needed, based on telephone conversation.**

**Eduardo Olivarez**
**Chief Administrative Officer**
**Hidalgo County Health and Human Services**
**1304 South 25th Ave.**
**Edinburg, Texas 78542**
**956-383-8858 Office**
**www.twitter.com/hidalgohealth**

**AI-42944** **Health & Human Services Dept. 9. D.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

Requesting approval of the letter of support to the University of Texas Pan American proposal for the U.S. Department of Health and Human Services funding of "Nursing Education, Practice, Quality and Retention Program".

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** N/A

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

**BUDGETARY IMPACT:**

## Attachments

letter

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/04/2014 10:16 AM |
| Obdett Calzada | Obdett Calzada | 02/06/2014 01:41 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Mike Escaname Started On: 01/31/2014 09:54 AM

Final Approval Date: 02/07/2014

# Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78542
Tel: (956) 383-6221 • Fax: (956) 383-8864

**Iván Meléndez, M.D., M.B.A.**
*Health Authority / Chief Physician*

**Eduardo Olivarez**
*Chief Administrative Officer*


To whom It May Concern:

Please accept this correspondence as a letter of support for the University of Texas Pan American (UTPA) proposal for the U.S. Department of Health and Human Services funding of "Nurse Education, Practice, Quality and Retention Program", (NEPGR).

Hidalgo County Health & Human Services (HCHHS), along with various community partners is ready to assist UTPA in its efforts to expand Community healthcare and preventive medicine along the South Texas Border. HCHHS is committed to assist with community partnership development, and assisting with the organization of the needed medical programs within our community.

We are committed to the following: 1) the utilization of the HCHHS facilities and clinics, 2) use of our medical equipment and 3) the use of our mobile van to coordinate internship and practicum experiences in substance abuse treatment services to help qualified nursing and physician assistant students develop a comprehensive interprofessional understanding of the core functions of substance abuse treatment with a special emphasis on the need for primary healthcare providers to be adept at providing evidence-based brief screenings to identify substance abuse problems in clients as well as provide a community support system for families.

Should UTPA receive the aforementioned funding, HCHHS will proudly introduce the UTPA team to the healthcare partners participating in the various medical funding programs, i.e. CMS 1115 Waiver Program to encourage the development of sustainability methods beyond the initial startup of the program.

UTPA's efforts to acquire this funding demonstrate a commitment to community investment to improve quality and access to healthcare to one of our Country's most impoverished areas. HCHHS is proud to assist and support this endeavor in whichever manner possible.

Respectfully

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health & Human Services Department

**AI-42954** **Health & Human Services Dept. 9. E.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Eddie Olivarez **Submitted By:** Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

**Department:** HEALTH & HUMAN SERVICES DEPT.

## Information

### CAPTION

Requesting approval to submit a funding proposal to participate in a contract funded through an Exceptional Item awarded to the Department of State Health Services by the 83rd Legislative Session. The purpose of these funds is to augment local health department epidemiological capacity for outbreak and disaster response with special emphasis on foodborne illness investigations.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** N/A

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

**BUDGETARY IMPACT:**

Approval to submit a funding proposal...

## Attachments

Document

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/04/2014 10:08 AM |
| Manuel Chapa | Manuel Chapa | 02/04/2014 03:44 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Mike Escaname Started On: 01/31/2014 12:48 PM

Final Approval Date: 02/07/2014

# TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

DAVID L. LAKEY, M.D.
COMMISSIONER

January 29, 2014

Dear Foodborne Illness Coordinator:

The health director in your health department has indicated that you are to be the point of contact for the development and execution of a contract funded through an Exceptional Item awarded to the Department of State Health Services (DSHS) by the 83rd Legislative Session. The purpose of these funds is to augment local health department epidemiological capacity for outbreak and disaster response with special emphasis on foodborne illness investigations.

To achieve this outcome, the DSHS Commissioner has directed the Department's Emerging and Acute Infectious Disease Branch to offer funding for one full time epidemiology and surveillance staff member to those local health departments with the highest number of annual foodborne illnesses as determined by the Department's current foodborne illness questionnaire response. Based on these criteria, we are able offer your health department funding to cover the cost of a full time surveillance and epidemiology staff member for the current state biennial budget period. Continued funding is subject to EI renewal.

The focus of this staff member is foodborne illness with responsibilities to include investigations, analyzing and interpreting data, and reporting findings in compliance with local, state, and federal agency guidelines and regulations. A scope of work is attached. You have some latitude in the position that you create. We recommend that you select a position equivalent to the DSHS Public Health and Prevention Specialist IV, Epidemiologist I, or Epidemiologist II. (Job descriptions attached.)

Please prepare a budget for salary and fringe for hiring someone at this level for the remainder of FY2014 (April 1, 2014 to August 31, 2014) and all of FY2015 (September 1, 2014 to August 31, 2015. The FY2015 budget will be resubmitted/revised, if necessary, upon the initiation of the renewal process for the September 1, 2014 contract. You may also include customary other personnel costs such as travel and office supplies. We will accommodate your budgets within the constraints of the exceptional item amount and will consult with you if we are not able to fund the full amount. Please submit this budget to the Contracts Management Unit no later than February 12, 2014.

The Emerging and Acute Infectious Disease Branch is tentatively planning the four day training session the second week of July for these new staff, so you can see that we need to work steadily. If you have additional questions regarding this opportunity, please contact Marilyn Felkner (Marilyn.Felkner@dshs.state.tx.us; (512) 776-6393).

Sincerely,

Marilyn Felkner, DrPH
Emerging and Acute Infectious Disease Branch Manager

FY2014 Scope of Services for the IDCU/FDBN INV Program

SECTION I. STATEMENT OF WORK:

Contractor shall conduct surveillance for all foodborne and waterborne illnesses as required in Texas Administrative Code RULE §97.3 and conduct telephone interviews of patients with foodborne and waterborne illness who are determined by the Emerging and Acute Infectious Disease Branch (EAID) of the Department of State Health Services (DSHS) to be part of a cluster or outbreak to ascertain possible risk factors. Contractor may also perform surveillance and epidemiology activities during other major outbreaks and/or disasters.

Contractor shall, as directed by DSHS:

1. Retain an Epidemiologist that has qualifications in public health infection surveillance to perform and track the following deliverables;

2. Attend in-person the three (3) day foodborne investigation orientation training in Austin, Texas, provided by the EAID;

3. Locate, track, and contact case-patients assigned by DSHS using appropriate locating resources;

4. Complete the thirty to sixty (30-60) minute "TXDSHS/CDC Hypothesis Generating Questionnaire for Gastrointestinal Illnesses," interview in English (or Spanish, when necessary) or other appropriate/focused questionnaire with case-patients identified by DSHS as part of a cluster. Interviews may be conducted by telephone or in-person;

5. Attempt to administer one-hundred percent (100%) of EAID-requested questionnaires for which contact information is complete as soon as possible but no later than two (2) business days after receipt of request to administer questionnaire. Attempted interviews include at least one (1) attempt to contact case-patients after hours if unable to contact case-patient after three (3) attempts during normal business hours;

6. Complete at least seventy-five percent (75%) of interviews within five (5) business days after assignment by DSHS. Completed interviews include those in which the case-patient is contacted, but refuses some or all of the interview. Interviews for which no contact is made with case-patient do not constitute a completed interview;

7. Enter all foodborne and waterborne illness cases correctly and completely in the National Electronic Disease Surveillance System (NEDSS) within five (5) business days of completion of investigation of each case interview;

8. Send laboratory specimens of at least ninety percent (90%) of cases of *E. coli, Listeria, Vibrio*, and *Salmonella* from hospitals and clinics within the jurisdiction to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing;

9. Submit completed interviews to DSHS electronically to FoodborneTexas@dshs.state.tx.us or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

10. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS; and

11. Monitor foodborne illness kits to assure that materials have not expired, and transfer kit materials as needed/requested to other jurisdictions to optimize utilization.

SECTION II. PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor shall:

1. Attend in-person the three (3) day foodborne investigation orientation training in Austin, Texas, provided by the EAID;

2. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster;

3. Participate in monthly conference calls with the EAID to provide updates, progress reports, and other necessary communications;

4. Participate in outbreak/cluster-related conference calls and responses relevant to the jurisdiction hosted by the Centers for Disease Control and Prevention (CDC) or DSHS;

5. Assure and monitor that at least ninety percent (90%) of reported positive cases of *E. coli, Listeria, Vibrio*, and *Salmonella* from hospitals and clinics within the jurisdiction have laboratory specimens submitted to the DSHS Laboratory Services Section, in Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing;

6. Complete interviews within five (5) business days with a goal of at least seventy-five (75%) percent completion rate. Completed interviews include those in which the case-patient is contacted but refuses some or all of the interview. Interviews for which no contact is made with case-patient do not constitute a completed interview;

7. Submit completed interviews to DSHS electronically to FoodborneTexas@dshs.state.tx.us or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

8. Submit a signed and dated copy of the NEDSS Confidentiality and Data Use Oath to DSHS for all individuals permitted to access NEDSS data by May 1, 2014. If not already a certified NEDSS user, attend DSHS training and complete certification;

9. Enter all foodborne and waterborne illness cases correctly and completely in the NEDSS within five (5) business days of completion of investigation of each case interview;

10. Submit a monthly list of all reported clusters, outbreaks and information on investigation findings on the tracking sheet provided by DSHS. Submit the list via electronic mail at FoodborneTexas@dshs.state.tx.us and sandy.clark@dshs.state.tx.us by the 15th of the following month;

11. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS; and

12. Assure and monitor the foodborne illness kits to assure that materials have not expired, and transfer kit materials as needed/requested to other jurisdictions to optimize utilization.

**AI-42856** **Adult Probation 10. A.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Rodolfo Perez, ADULT PROBATION

**Department:** ADULT PROBATION

## Information

### CAPTION

1. Requesting permission to apply for a Prostitution Prevention Court Program Grant for operation through August 2014.
2. Requesting approval of Resolution naming Authorized Official for the Prostitution Prevention Court Program.

### BACKGROUND

A. Requesting permission to apply for a Prostitution Prevention Court Program Grant for operation through August 2014. B. Requesting approval of Resolution naming Authorized Official for the Prostitution Prevention Court Program.

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

### BUDGETARY IMPACT:

Requesting permission to apply for a Prostitution Prevention Court Program grant.

No local match

## Attachments

2014 RFA

Resolution

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/29/2014 02:03 PM |
| Manuel Chapa | Manuel Chapa | 01/31/2014 02:16 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Rodolfo Perez Started On: 01/27/2014 09:59 AM

Final Approval Date: 02/07/2014

# Request for Applications – Prostitution Prevention Programs

The Criminal Justice Division (CJD) of the Governor's Office is soliciting applications for projects that support eligible prostitution prevention programs.

**Purpose:** The Prostitution Prevention Program supports programs as defined in Chapter 169A of the Texas Health and Safety Code, which incorporate the following essential characteristics:

1) The integration of services in the processing of cases in the judicial system;
2) The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety, to reduce the demand for the commercial sex trade and trafficking of persons by educating offenders, and to protect the due process rights of program participants;
3) Early identification and prompt placement of eligible participants in the program;
4) Access to information, counseling, and services relating to sex addiction, sexually transmitted diseases, mental health, and substance abuse;
5) A coordinated strategy to govern program responses to participants' compliance;
6) Monitoring and evaluation of program goals and effectiveness;
7) Continuing interdisciplinary education to promote effective program planning, implementation, and operations; and
8) Development of partnerships with public agencies and community organizations.

**Available Funding:** State funding is authorized for these projects under Texas Code of Criminal Procedure, Section 102.056 and Texas Government Code, Section 772.006. This provision authorizes the use of state funds to support criminal justice projects and designates CJD as the administering agency. The source of funding is a biennial appropriation by the Texas Legislature from funds collected through court costs and fees. All awards are subject to the availability of funds appropriated by the Texas Legislature for the 2014-2015 biennium.

**Funding Levels**:
Minimum: $10,000
Maximum: $75,000
Match Requirement: None

**Standards:** Grantees must comply with the standards applicable to this funding source cited in the *Texas Administrative Code* (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

**Prohibitions:** Grant funds may not be used to support the following services, activities, and costs:

1) inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2) lobbying;
3) vehicles or equipment for government agencies that are for general agency use;
4) weapons, ammunition, explosives or military vehicles;
5) admission fees or tickets to any amusement park, recreational activity or sporting event;
6) promotional gifts;
7) food, meals, beverages, or other refreshments;
8) membership dues for individuals;
9) any expense or service that is readily available at no cost to the grant project or that is provided by other federal, state or local funds (e.g., supplanting);

10) fundraising;
11) construction, remodeling or renovation;
12) medical services; and
13) transportation, lodging, per diem or any related costs for participants when grant funds are used to develop and conduct training.

**Eligible Applicants:**
1) Counties;
2) Cities; and
3) Judicial districts

*** Eligibility Requirements:**
1) Pursuant to Texas Health and Safety Code, Section 169A.002, the commissioners' court of a county or governing body of a municipality may establish a prostitution prevention program for defendants charged with an offense under Section 43.02(a)(1), Penal Code, in which the defendant offered or agreed to engage in or engaged in sexual conduct for a fee.
2) Pursuant to Texas Health and Safety Code, Section 169A.0055, counties with populations of more than 200,000 are required to establish a prostitution prevention program if the county receives sufficient federal or state funding specifically for that purpose;
3) The program must be registered with CJD as required in the Texas Health and Safety Code, Section 169A.004, and must maintain a current registration throughout the grant period;
4) Any portion of fees collected from program participants and retained by the grantee is considered generated program income (GPI) and must be applied to the grant through a grant adjustment. GPI must be used to offset project costs and must be expended prior to seeking payment from CJD;
5) In order for an applicant to be eligible, the county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions to the Texas Department of Public Safety for calendar years 2007 through 2011. This requirement must be met by August 1, 2013;
6) Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency(to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do);
7) Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://www.sam.gov/portal/public/SAM/ and maintain an active registration throughout the grant period; and

**Project Period:** Grant-funded projects must begin on or after September 1, 2013, and expire on or before August 31, 2014.

**Application Process:** Applicants must access CJD's grant management website at https://eGrants.governor.state.tx.us to register and apply for funding.

**Preferences:** Preference will be given to mandated prostitution prevention programs under Texas Health and Safety Code, Section 169A.0005.

**Closing Date for Receipt of Applications:** All applications must be submitted via CJD's eGrants website on or before October 31, 2013.

**Selection Process:** Applications will be reviewed and prioritized by the Specialty Courts Advisory Council (Council) who will make funding recommendations to CJD. CJD will make all final funding decisions based on eligibility, Council recommendations, reasonableness, availability of funding, and cost-effectiveness.

**Contact Person**: If additional information is needed, contact the eGrants help desk at eGrants@governor.state.tx.us or (512) 463-1919.

*** Correction: The reference to *Texas Penal Code* under Eligibility Requirements, item 1) was listed incorrectly as Section 453.02 (a)(1) and has been changed to reference Section 43.02 (a)(1).**

**Hidalgo County Prostitution Prevention Court Program**

**WHEREAS,** The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Prostitution Prevention Court Program be operated for the 2014 year; and

**WHEREAS,** The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

**WHEREAS,** Hidalgo County Commissioner's Court designates Rodolfo Perez, Assistant Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Prostitution Prevention Court Program to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this 11th day of February, 2014

Grant Number: _2752001_____

**AI-43063** **Facilities Management 11. A.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Glinda Pacheco, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

## Information

### CAPTION

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

| Vendor | Invoice No. | Date | Amount |
|---|---|---|---|
| Waste Management | 4912163-1177-0 | 02/01/2014 | 100.16 |
| Waste Management | 4910181-1177-4 | 01/01/2014 | 117.03 |
| Waste Management | 4912164-1177-8 | 02/01/2014 | 117.03 |
| Waste Management | 4910182-1177-2 | 01/01/2014 | 123.08 |
| Waste Management | 4912165-1177-5 | 02/01/2014 | 123.08 |
| | | Total: | 580.38 |

### BACKGROUND

Processing as a claim due to agreement with Waste Management for 3 location at Pct#3 expired on 01/01/2014.

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-419-40-220-001-0-421

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

**BUDGETARY IMPACT:**

Funds available as of 2/6/14.

## Attachments

Invoices

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/06/2014 03:12 PM |
| Manuel Chapa | Manuel Chapa | 02/07/2014 08:53 AM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Glinda Pacheco Started On: 02/06/2014 01:16 PM

Final Approval Date: 02/07/2014

WASTE MANAGEMENT

# INVOICE

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

(800) 800-5804
(713) 423-1880 SERVICE (FAX)

JAN 28 2014

**Customer:** HIDALGO COUNTY BLDG AND GROUND
**Online WM ezPay ID:** **00001-72602-73004**
Invoice Date: 02/01/2014
Invoice Number: 4912163-1177-0
Account Number: 717-0014405-1177-0
Due Date: Due Upon Receipt

| Total Current Charges | Total Amount Due |
|---|---|
| 100.16 | 100.16 |

**Account Summary**
Account Level PO# 304362

| Description | |
|---|---|
| Previous Balance | 100.16 |
| Total Credits and Adjustments | 0.00 |
| Total Payments Received | 100.16- |
| **Total Current Charges** | 100.16 |
| **Total Amount Due** | 100.16 |
| **Total Amount Past Due** | 0.00 |

Please pay total amount due. Thank you for your business.

**Service Period: JANUARY SERVICE**

| Description | Amount |
|---|---|
| Commercial | 100.16 |
| **Total Current Charges** | 100.16 |

PRICES ARE SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR SERVICE AGREEMENT. OUR NEW HOURS ARE: MON-FRI 7:30 AM-5:00 PM SAT 8:00 AM-12:00 PM

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of $5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

| Current Due | Over 30 | Over 60 | Over 90 | Over 120 | Total Due |
|---|---|---|---|---|---|
| 100.16 | 0.00 | 0.00 | 0.00 | 0.00 | 100.16 |

WASTE MANAGEMENT

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

(800) 800-5804
(713) 423-1880 SERVICE (FAX)

## Payment Coupon

*Please detach and send with checks only (no cash).*
*Please send all other correspondence to your local WM site.*

| Your Account Number | |
|---|---|
| 717-0014405-1177-0 | |
| **Invoice Date** | **Your Invoice Number** |
| 02/01/2014 | 4912163-1177-0 |

| Due Date | Total Due | Amount Paid |
|---|---|---|
| Upon Receipt | 100.16 | |

1177717001440504912163000000100160000001001 6 4

0101039 01 AT 0.381 **AUTO 18 0 7022 78540-135656 -4 01-P01150-I 10007C34

HIDALGO COUNTY BLDG AND GROUND
PO BOX 1356
ATTN ACCOUNTS PAYABLE
EDINBURG TX 78540-1356

Waste Management of Texas, Inc.
PO BOX 660345
DALLAS TX 75266

*From everyday collection to environmental protection, Think Green.® Think Waste Management.*

*Printed on recycled paper.*

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

0101039-0000001-0153064

0000172602273004

WASTE MANAGEMENT

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

**Customer:** HIDALGO COUNTY BLDG AND GROUND
**Online WM ezPay ID:** **00001-72602-73004**
Invoice Date: 02/01/2014
Invoice Number: 4912163-1177-0
Account Number: 717-0014405-1177-0
Due Date: Due Upon Receipt

**Service Location: 717-14405 Hidalgo County Bldg And Ground: 1 1/4 Miles North Moorefield: Mission Tx 78572**

| Date | Ticket | Description | Quantity | U/M | Rate | Amount |
|---|---|---|---|---|---|---|
| 02/01/14 | | 3 Yd fel | 1.00 | | | 83.36 |
| 02/01/14 | | Fuel/environmental charge | | | | 16.80 |
| 02/01/14 | | Non taxable 0.00% | | | | 0.00 |
| | | **Total Current Charges** | | | | **100.16** |

**Payments Received Detail**

| | |
|---|---|
| Payment - thank you | 100.16- |
| **Total Payments Received** | **100.16-** |



*From everyday collection to environmental protection, Think Green.® Think Waste Management.*

Printed on recycled paper.

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1

WASTE MANAGEMENT

RECEIVED
DEC 26 2013
Facilities Management

# INVOICE

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

(800) 800-5804
(713) 423-1880 SERVICE (FAX)

**Customer:** HIDALGO COUNTY BLDG AND GROUND
**Online WM ezPay ID:** 00006-11479-53005
Invoice Date: 01/01/2014
Invoice Number: 4910181-1177-4
Account Number: 717-0023376-1177-2
Due Date: Due Upon Receipt

| Total Current Charges | Total Amount Due |
|---|---|
| 117.03 | 117.03 |

## Account Summary

| Description | |
|---|---|
| Previous Balance | 116.69 |
| Total Credits and Adjustments | 0.00 |
| Total Payments Received | 116.69- |
| **Total Current Charges** | 117.03 |
| **Total Amount Due** | 117.03 |
| **Total Amount Past Due** | 0.00 |

Please pay total amount due. Thank you for your business.

## Service Period: JANUARY SERVICE

| Description | Amount |
|---|---|
| Commercial | 117.03 |
| **Total Current Charges** | 117.03 |

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of $5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

PRICES ARE SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR SERVICE AGREEMENT. OUR NEW HOURS ARE:
MON-FRI 7:30 AM-5:00 PM SAT 8:00 AM-12:00 PM

GOOD SERVICES RECEIVED
_____ ON _____
INVOICE RECEIVED BY:
_____ ON _____

4-1100-419-40-220026-421

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

| Current Due | Over 30 | Over 60 | Over 90 | Over 120 | Total Due |
|---|---|---|---|---|---|
| 117.03 | 0.00 | 0.00 | 0.00 | 0.00 | 117.03 |

WASTE MANAGEMENT

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

(800) 800-5804
(713) 423-1880 SERVICE (FAX)

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## Payment Coupon

*Please detach and send with checks only (no cash).*
*Please send all other correspondence to your local WM site.*

| Your Account Number | |
|---|---|
| 717-0023376-1177-2 | |
| **Invoice Date** | **Your Invoice Number** |
| 01/01/2014 | 4910181-1177-4 |
| **Due Date** | **Total Due** / **Amount Paid** |
| Upon Receipt | 117.03 / |

1177717002337604910181000000117030000011703 8

0027122 01 AT 0.681 **AUTO 6 07455 78540-135656 4 01-P27149-1 10007C31

HIDALGO COUNTY BLDG AND GROUND
PO BOX 1356
ATTN ACCOUNTS PAYABLE
EDINBURG TX 78540-1356

Waste Management of Texas, Inc.
PO BOX 660345
DALLAS TX 75266

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0027122-0000001-0054466

00006114795300S

WASTE MANAGEMENT

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

**Customer:** HIDALGO COUNTY BLDG AND GROUND
**Online WM ezPay ID:** **00006-11479-53005**
Invoice Date: 01/01/2014
Invoice Number: 4910181-1177-4
Account Number: 717-0023376-1177-2
Due Date: Due Upon Receipt

**Service Location: 717-23376 Hidalgo County Bldg And Ground: 722 Breyfogle: Mission Tx 78572**

| Date | Ticket | Description | Quantity | U/M | Rate | Amount |
|---|---|---|---|---|---|---|
| 01/01/14 | | 4 Yd fel | 1.00 | | | 97.40 |
| 01/01/14 | | Fuel/environmental charge | | | | 19.63 |
| 01/01/14 | | Non taxable 0.00% | | | | 0.00 |
| | | **Total Current Charges** | | | | **117.03** |

**Payments Received Detail**

| | |
|---|---|
| Payment - thank you | 116.69- |
| **Total Payments Received** | **116.69-** |

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0027122-0000002-0054471

WASTE MANAGEMENT

# INVOICE

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

(800) 800-5804
(713) 423-1880 SERVICE (FAX)

JAN 28 2014

**Customer:** HIDALGO COUNTY BLDG AND GROUND
**Online WM ezPay ID:** **00006-11479-53005**
Invoice Date: 02/01/2014
Invoice Number: 4912164-1177-8
Account Number: 717-0023376-1177-2
Due Date: Due Upon Receipt

| Total Current Charges | Total Amount Due |
|---|---|
| 117.03 | 234.06 |

Please pay total amount due. Thank you for your business.

## Account Summary

| Description | |
|---|---|
| Previous Balance | 117.03 |
| Total Credits and Adjustments | 0.00 |
| Total Payments Received | 0.00 |
| **Total Current Charges** | 117.03 |
| **Total Amount Due** | 234.06 |
| **Total Amount Past Due** | 117.03 |

PRICES ARE SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR SERVICE AGREEMENT. OUR NEW HOURS ARE: MON-FRI 7:30 AM-5:00 PM SAT 8:00 AM-12:00 PM

## Service Period: FEBRUARY SERVICE

| Description | Amount |
|---|---|
| Commercial | 117.03 |
| **Total Current Charges** | 117.03 |

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of $5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

| Current Due | Over 30 | Over 60 | Over 90 | Over 120 | Total Due |
|---|---|---|---|---|---|
| 117.03 | 117.03 | 0.00 | 0.00 | 0.00 | 234.06 |

WASTE MANAGEMENT

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

(800) 800-5804
(713) 423-1880 SERVICE (FAX)

## Payment Coupon

*Please detach and send with checks only (no cash).*
*Please send all other correspondence to your local WM site.*

| Your Account Number | |
|---|---|
| 717-0023376-1177-2 | |
| **Invoice Date** | **Your Invoice Number** |
| 02/01/2014 | 4912164-1177-8 |

| Due Date | Total Due | Amount Paid |
|---|---|---|
| Upon Receipt | 234.06 | |

1177717002337604912164000000117030000002340 6 8

0101040 01 AT 0.381 **AUTO 18 0 7022 78540-135656-4 01-P01151-4 10007C34

HIDALGO COUNTY BLDG AND GROUND
PO BOX 1356
ATTN ACCOUNTS PAYABLE
EDINBURG TX 78540-1356

Waste Management of Texas, Inc.
PO BOX 660345
DALLAS TX 75266

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0101040-0000001-0155066

0000611479530O5

WASTE MANAGEMENT

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

**Customer:** HIDALGO COUNTY BLDG AND GROUND
**Online WM ezPay ID:** **00006-11479-53005**
Invoice Date: 02/01/2014
Invoice Number: 4912164-1177-8
Account Number: 717-0023376-1177-2
Due Date: Due Upon Receipt

**Service Location: 717-23376 Hidalgo County Bldg And Ground: 722 Breyfogle: Mission Tx 78572**

| Date | Ticket | Description | Quantity | U/M | Rate | Amount |
|---|---|---|---|---|---|---|
| 02/01/14 | | 4 Yd fel | 1.00 | | | 97.40 |
| 02/01/14 | | Fuel/environmental charge | | | | 19.63 |
| 02/01/14 | | Non taxable 0.00% | | | | 0.00 |
| | | **Total Current Charges** | | | | **117.03** |

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0101040-0000002-0155067

WASTE MANAGEMENT

# INVOICE

RECEIVED
DEC 2 6 2013
Paid Waste Management

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

(800) 800-5804
(713) 423-1880 SERVICE (FAX)

**Customer:** HIDALGO COUNTY BLDG AND GROUND
**Online WM ezPay ID:** 00006-11482-73006
Invoice Date: 01/01/2014
Invoice Number: 4910182-1177-2
Account Number: 717-0023377-1177-0
Due Date: Due Upon Receipt

| Total Current Charges | Total Amount Due |
|---|---|
| 123.08 | 123.08 |

## Account Summary

| Description | |
|---|---|
| Previous Balance | 122.72 |
| Total Credits and Adjustments | 0.00 |
| Total Payments Received | 122.72- |
| **Total Current Charges** | 123.08 |
| **Total Amount Due** | 123.08 |
| **Total Amount Past Due** | 0.00 |

Please pay total amount due. Thank you for your business.

## Service Period: JANUARY SERVICE

| Description | Amount |
|---|---|
| Commercial | 123.08 |
| **Total Current Charges** | 123.08 |

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of $5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

PRICES ARE SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR SERVICE AGREEMENT. OUR NEW HOURS ARE: MON-FRI 7:30 AM-5:00 PM SAT 8:00 AM-12:00 PM

GOOD SERVICES RECEIVED BY:
_____ ON _____
INVOICE RECEIVED BY:
_____ ON _____

RM

4-1100-449-40-2000316-421

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

| Current Due | Over 30 | Over 60 | Over 90 | Over 120 | Total Due |
|---|---|---|---|---|---|
| 123.08 | 0.00 | 0.00 | 0.00 | 0.00 | 123.08 |

WASTE MANAGEMENT

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## Payment Coupon

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*Please send all other correspondence to your local WM site.*

| Your Account Number | |
|---|---|
| 717-0023377-1177-0 | |

| Invoice Date | Your Invoice Number |
|---|---|
| 01/01/2014 | 4910182-1177-2 |

| Due Date | Total Due | Amount Paid |
|---|---|---|
| Upon Receipt | 123.08 | |

1177717002337704910182000000123080000000123088

0027123 0001 AT 0.481 **AUTO 6 07355 78540-135656 4-01-P27150-1 00007131

HIDALGO COUNTY BLDG AND GROUND
PO BOX 1356
EDINBURG TX 78540-1356

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0027123-0000001-003-4-471

0000611482730006

WASTE MANAGEMENT

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

**Customer:** HIDALGO COUNTY BLDG AND GROUND
**Online WM ezPay ID:** **00006-11482-73006**
Invoice Date: 01/01/2014
Invoice Number: 4910182-1177-2
Account Number: 717-0023377-1177-0
Due Date: Due Upon Receipt

**Service Location: 717-23377 Hidalgo County Bldg And Ground: 730 Breyfogle: Mission Tx 78574-7035**

| Date | Ticket | Description | Quantity | U/M | Rate | Amount |
|---|---|---|---|---|---|---|
| 01/01/14 | | 4 Yd fel | 1.00 | | | 102.44 |
| 01/01/14 | | Fuel/environmental charge | | | | 20.64 |
| 01/01/14 | | Non taxable 0.00% | | | | 0.00 |
| | | **Total Current Charges** | | | | **123.08** |

**Payments Received Detail**

| | |
|---|---|
| Payment - thank you | 122.72- |
| **Total Payments Received** | **122.72-** |



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WASTE MANAGEMENT

# INVOICE

**Customer:** HIDALGO COUNTY BLDG AND GROUND
**Online WM ezPay ID:** **00006-11482-73006**
Invoice Date: 02/01/2014
Invoice Number: 4912165-1177-5
Account Number: 717-0023377-1177-0
Due Date: Due Upon Receipt

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

(800) 800-5804
(713) 423-1880 SERVICE (FAX)

JAN 28 2014

| Total Current Charges | Total Amount Due |
|---|---|
| 123.08 | 246.16 |

Please pay total amount due. Thank you for your business.

## Account Summary

| Description | |
|---|---|
| Previous Balance | 123.08 |
| Total Credits and Adjustments | 0.00 |
| Total Payments Received | 0.00 |
| **Total Current Charges** | 123.08 |
| **Total Amount Due** | 246.16 |
| **Total Amount Past Due** | 123.08 |

PRICES ARE SUBJECT TO CHANGE IN ACCORDANCE WITH YOUR SERVICE AGREEMENT. OUR NEW HOURS ARE: MON-FRI 7:30 AM-5:00 PM SAT 8:00 AM-12:00 PM

## Service Period: FEBRUARY SERVICE

| Description | Amount |
|---|---|
| Commercial | 123.08 |
| **Total Current Charges** | 123.08 |

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 2.5% of the unpaid amount, with a minimum monthly charge of $5.00, or such late fee allowed under applicable law, regulation or contract. Additionally, if your service is suspended for non-payment, you may be charged a resume fee to restart your service. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

| Current Due | Over 30 | Over 60 | Over 90 | Over 120 | Total Due |
|---|---|---|---|---|---|
| 123.08 | 123.08 | 0.00 | 0.00 | 0.00 | 246.16 |

WASTE MANAGEMENT

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

(800) 800-5804
(713) 423-1880 SERVICE (FAX)

## Payment Coupon

*Please detach and send with checks only (no cash).*
*Please send all other correspondence to your local WM site.*

| Your Account Number | |
|---|---|
| 717-0023377-1177-0 | |

| Invoice Date | Your Invoice Number |
|---|---|
| 02/01/2014 | 4912165-1177-5 |

| Due Date | Total Due | Amount Paid |
|---|---|---|
| Upon Receipt | 246.16 | |

1177717002337704912165000000123080000000246l6 3

0101041 01 AT 0.381 **AUTO 18 0 7022 78540-135656 -C 01-P01152-I 10007C 34

HIDALGO COUNTY BLDG AND GROUND
PO BOX 1356
EDINBURG TX 78540-1356

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DALLAS TX 75266

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0101041-0000001-0155068

00006114827300 6

WASTE MANAGEMENT

Waste Management of Texas, Inc.
1901 Afton St
Houston, TX 77055-2203

**Customer:** HIDALGO COUNTY BLDG AND GROUND
**Online WM ezPay ID:** **00006-11482-73006**
Invoice Date: 02/01/2014
Invoice Number: 4912165-1177-5
Account Number: 717-0023377-1177-0
Due Date: Due Upon Receipt

**Service Location: 717-23377 Hidalgo County Bldg And Ground: 730 Breyfogle: Mission Tx 78574-7035**

| Date | Ticket | Description | Quantity | U/M | Rate | Amount |
|---|---|---|---|---|---|---|
| 02/01/14 | | 4 Yd fel | 1.00 | | | 102.44 |
| 02/01/14 | | Fuel/environmental charge | | | | 20.64 |
| 02/01/14 | | Non taxable 0.00% | | | | 0.00 |
| | | **Total Current Charges** | | | | **123.08** |

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0101041-0000002-0155068

**AI-42785** **Community Service Agency 12. A.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Maribel Navarro, COMMUNITY SERVICE AGENCY

**Department:** COMMUNITY SERVICE AGENCY

## Information

### CAPTION

Requesting approval for the 2014 CEAP [Comprehensive Energy Assistance Program] Contract No. 58140001799.

### BACKGROUND

1. 2014 CEAP contract is for $3,638,330.00 for energy assistance through two components, the Utility Assistance Component and the Household Crisis component. Furthermore, this year HHS has determined that LIHEAP is a federal public benefit program so therefore PRWORA [Personal Responsibility and Work Opportunity Reconciliation Act of 1996(PRWORA "the Welfare Act" P.L. 105-193.) created two categories of immigrants for federal public benefits eligibility purposes: "qualified" and "non-qualified." The law prohibits non-qualified immigrants from enrolling in most federal public benefit programs.] applies to CEAP. We are required to verify the immigration status of all applicants for "federal public benefits." Welfare Act 432, 8 USC 1642(b). We are further required to use SAVE [Systematic Alien Verification for Entitlements] verification process to check immigration status.

## Attachments

1a

1

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/22/2014 01:13 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Maribel Navarro Started On: 01/22/2014 12:14 PM

Final Approval Date: 02/07/2014

# Fwd: Requesting Legal Review of CEAP 2014 Contract

**From:** Monica Badillo <monica.badillo@co.hidalgo.tx.us>
**To:** mnsaenz@csa-hidalgo.us

**Priority:** Normal
**Date** 01-22-2014 10:16 AM

----- Original Message -----

From: "Steve Crain" <scrain@atlashall.com>
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Sent: Wednesday, January 22, 2014 7:55:36 AM
Subject: RE: Requesting Legal Review of CEAP 2014 Contract

I reviewed this document last week when you sent it to me. The document is OK.

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Tuesday, January 21, 2014 5:15 PM
To: Steve Crain
Cc: Marynel Trevino
Subject: Fwd: Requesting Legal Review of CEAP 2014 Contract

Please review.

----- Original Message -----

From: mnsaenz@csa-hidalgo.us
To: "Monica Badillo, Commissioners' Court Administrator" <
monica.badillo@co.hidalgo.tx.us >
Sent: Tuesday, January 21, 2014 4:49:41 PM
Subject: Requesting Legal Review of CEAP 2014 Contract

Hello Monica, I am requesting Legal Review for CEAP 2014 Contract (Energy Assistance) for agenda placement. Thank you.

Maribel Navarro-Saenz
Executive Director
County of Hidalgo Community Service Agency
P.O. Box 204/2524 N. Closner
Edinburg, Texas 78539
ADM:(956) 383-6250 x: 12
FAX: (956) 380-4324
e-mail:mnsaenz@csa-hidalgo.us

| | |
|---|---|
| **Part_2.html** | **Content-Type:** text/html<br>**Size:** 4.53 KB |

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**
CONTRACT NO. **58140001799** FOR THE
FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

**SECTION 1. PARTIES TO THE CONTRACT**

This Comprehensive Energy Assistance Program Contract No. **58140001799** (the "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (the "Department"), and **Hidalgo County, Texas-County of Hidalgo Community Service Agency**, a political subdivision of the State of Texas (the "Subrecipient"), hereinafter the "Parties".

**SECTION 2. CONTRACT TERM**

This Contract shall commence on **January 01, 2014**, and, unless earlier terminated, shall end on **December 31, 2014** (herein the "Contract Term").

**SECTION 3. SUBRECIPIENT PERFORMANCE**

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (hereinafter the "CEAP"), in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. Sec. 8621 et seq.) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) (hereinafter the "LIHEAP Act"), Chapter 2306 of the Texas Government Code (hereinafter the "State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1 and Chapter 5, Subchapters A and D of the Texas Administrative Code, as amended or supplemented from time to time (hereinafter the "State Rules"), the LIHEAP State Plan, Subrecipient's Service Delivery Plan as defined in the State Rules, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient shall assist Low-Income Households as defined in the State Rules with priority being given in no particular order to Elderly Persons as defined in the State Rules, Persons with Disabilities as defined in the State Rules, Households with a young child 5 years of age or under, Households with High Energy Burden as defined in the State Rules and Households with High Energy Consumption as defined in the State Rules. Subrecipient shall implement the CEAP in accordance with the Certifications attached hereto as Exhibit A, the Budget attached hereto as Exhibit B, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Exhibit C, , and all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

**SECTION 4. DEPARTMENT OBLIGATIONS**

A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs for administrative expenditures and Program Services as defined in the State Rules, incurred by Subrecipient during the Contract Term and for the actual allowable costs for direct services incurred by Subrecipient, in the amount specified in Exhibit B, Budget, of this Contract.

B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.

C. Department's obligations under this Contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services. 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 is not liable for any cost incurred by Subrecipient which:

1. is subject to reimbursement by a source other than Department;

2. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this Contract;

3. is not incurred during the Contract Term;

4. is not reported to Department on a monthly expenditure or performance report within forty five (45) days following the end of the Contract Term; or

5. is incurred for the purchase or permanent improvement of real property.

E. Subrecipient shall refund, within fifteen (15) days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.

F. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **$3,638,330.00.**

**SECTION 5. METHOD OF PAYMENT/CASH BALANCES**

A. Each month, Subrecipient may request an advance payment of CEAP funds under this Contract. As per the Uniform Grant Management Standards, 34 TAC §20.421 et seq (herein "UGMS"), Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.

B. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

C. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to the 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.

D. Subsection 4(A) 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 (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this Contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.

E. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.

F. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible clients of the CEAP and for allowable administrative expenditures and Program Services costs incurred during the Contract Term.

**SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE 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 UGMS. All references therein to "local government" shall be construed to mean Subrecipient.

B. Uniform cost principles for political subdivisions are set forth in OMB Circular A-87 as implemented by 2 C.F.R. Part 225. Uniform administrative requirements for political subdivisions are set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is $500,000.

C. 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 LIHEAP Act.

D. Subrecipient may incur costs for activities associated with the closeout of the CEAP Contract for a period not to exceed forty five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

**SECTION 7. TERMINATION AND SUSPENSION**

A. Pursuant to §5.17 of the State Rules, Department may terminate 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 the Contract. If the Department determines that a Subrecipient has failed to comply with the terms of the Contract, or has failed to provide services that meet appropriate standards, goals, or other requirements established by the Department, Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing termination.

B. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.

C. Nothing in this Section 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. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.

D. Notwithstanding any exercise by Department of its right of 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 Parties.

E. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

**SECTION 8. ALLOWABLE EXPENDITURES**

A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section.

B. CEAP funds allow up to 6.25% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in Exhibit B of this Contract. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities.

C. Administrative and Program Services funds as defined under and in accordance with the State Rules are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision no later than forty five (45) days prior to the end of the Contract Term to use its administrative and Program Services funds for direct service categories; however, Subrecipient is still required to perform Program Services.

**SECTION 9. RECORD KEEPING REQUIREMENTS**

A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the UGMS, Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _.42.

B. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, 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. Subrecipient shall give the U.S. Department of Health and Human Services, 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 maintain such records in an accessible location for the greater of: (i) four (4) years; (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 federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.

D. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:

(1) Client application containing all Department requirements;

(2) Documentation/verification of client income for the thirty (30) days preceding their application for all household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each subrecipient shall develop and implement a written policy and procedure on the use of the form, including policies requiring a client statement of efforts to obtain documentation of income with a notarized client signature; as outlined in § 5.407(e) of the State Rules.

(3) Copy of client's utility bill(s);

(4) Energy consumption history for previous twelve (12) months (all fuel types) (not applicable for Household Crisis);

(5) Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.);

(6) Documentation of benefits determination;

(7) Notice of Denial Form (if applicable);

(8) Right of appeal and procedures for denial or termination of services (if applicable);

(9) Any documentation required by directives;

(10) Priority rating form; and

(11) Case notes sufficient to document that Program Service activity has occurred.

E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

**SECTION 10. REPORTING REQUIREMENTS**

A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Term, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. **These reports are due even if Subrecipient has no new activity to report during the month.**

B. Subrecipient shall submit to Department, no later than forty five (45) days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of $5,000 and /or a useful life of more than one year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.

C. Subrecipient shall electronically submit to Department, no later than forty five (45) days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 45 days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.

D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives funds from Department over two or more Contract Terms, funds may be withheld or this Contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Term.

E. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. 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. VENDOR AGREEMENTS**

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

**SECTION 12. CHANGES AND AMENDMENTS**

A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation.

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. Written requests for Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

**SECTION 13. 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 UGMS, Common Rule, §_.25 and OMB Circular A-102, Attachment, 2e.

**SECTION 14. 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 on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

**SECTION 15. INDEPENDENT SUBRECIPIENT**

It is agreed that Department is contracting with Subrecipient as an independent contractor. Subrecipient agrees to indemnify Department against any disallowed costs or other claims which may be asserted by any third party in connection with the services to be performed by Subrecipient under this Contract.

**SECTION 16. PROCUREMENT STANDARDS**

A. For making procurements under this contract, Subrecipient shall comply with 45 C.F.R. Part 92, OMB Circular A-102, 10 T.A.C. §5.10, and all applicable federal, state, and local laws, regulations, and ordinances.

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. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving Department funding.

**SECTION 17. SUBCONTRACTS**

A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured 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 14.

B. In no event shall any provision of this Section 17, 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 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 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

**SECTION 18. AUDIT**

A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

1. Subrecipient expending $500,000 or more in total Federal awards or $500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of this Section 18, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;

2. Sections 4 D (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.

3. Unless otherwise specifically authorized by Department in writing, Subrecipient shall submit two (2) copies of the audit report to the Department's Compliance Division within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this Contract. Audits performed under this section are subject to review and resolution of findings by the Department or its authorized representative.

4. The audit report must include verification of all expenditures by budget category, in accordance with Exhibit B, Budget, of this Contract.

B. The cost of auditing services for a Subrecipient expending less than $500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

C. Subsection A of this Section 18 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.

D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

E. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this Section 18 as Department may require of Subrecipient.

F. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

G. 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 19. MANAGEMENT OF EQUIPMENT AND INVENTORY**

A. Subrecipient shall comply with Subchapter A of the State Rules.

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. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving Department funding.

**SECTION 20. TRAVEL AND TRAINING**

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies.

**SECTION 21. BONDING AND INSURANCE REQUIREMENTS**

A. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of $25,000 of greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of $100,000, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies to the extent required by federal or state law.

B. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

**SECTION 22. LITIGATION AND CLAIMS**

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

**SECTION 23. 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. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

C. Department shall have the right to suspend or 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 23.

**SECTION 24. COMPLIANCE WITH LAWS**

A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, the State CEAP Rules, LIHEAP State Plan, 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 that it is implementing the Drug-Free Workplace Act of 1988.

C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the 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 States or local governments by Federal grant, contract, loan or loan guarantee.

D. 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.

**SECTION 25. 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 control 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 purposes of any investigation of the Comprehensive Energy Assistance 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 in the Comprehensive Energy Assistance Program.

C. Subrecipient may 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 26. CERTIFICATION REGARDING UNDOCUMENTED WORKERS**

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, 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 a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

**SECTION 27. 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. Subrecipient 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. Subrecipient 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 28. POLITICAL ACTIVITY PROHIBITED**

A. Funds provided under this Contract shall not 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 official or employee of Subrecipient 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. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. Funds provided under this Contract may not 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 of Subrecipient, the State of Texas, or the government of the United States.

**SECTION 29. 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. Subrecipient will include the substance of this Section 29 in all subcontracts.

**SECTION 30. 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 Subrecipient/Local Operator 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 31. MAINTENANCE OF EFFORT**

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source nor 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 32. DEBARRED AND SUSPENDED PARTIES**

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party 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.

**SECTION 33. FAITH BASED AND SECTARIAN ACTIVITY**

Funds provided under this Contract may not be used for sectarian or inherently 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 HHS at 45 C.F.R. §87.2.

**SECTION 34. COPYRIGHT**

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. 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 35. 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 36. SEVERABILITY**

If any section or provision of this Contract is held to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

**SECTION 37. ORAL AND WRITTEN AGREEMENTS**

A. All oral and written agreements between the Parties 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. Exhibit A, Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

2. Exhibit B, Budget

3. Exhibit C, PRWORA Requirements for the Comprehensive Energy Assistance Program

**SECTION 38. SPECIAL CONDITIONS**

A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program subrecipient and the Lite Up Texas program administered by the Public Utility Commission of Texas.

B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide Elderly Persons and Persons with Disabilities who cannot independently travel to the application site the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

**SECTION 39. APPEALS PROCESS**

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with §5.405 the State Rules.

**SECTION 40. 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 41. 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 42. 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 43. 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 44. 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 45. NOTICE**

A. If 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
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 Agenc
P. O. Box 204
Edinburg, TX 78540
Attention: Ramon Garcia, County Judge
Telephone: (956) 383-6250 Fax: (956) 380-4324

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 45.

**SECTION 46. 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.

EXECUTED to be effective on **1/1/2014**

**Hidalgo County, Texas-County of Hidalgo Community Service Agency**
**a political subdivision of the State of Texas**

By:
Title:

**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

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

CONTRACT NO. **58140001799** FOR THE FY 2014
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT A
**CERTIFICATION REGARDING LOBBYING FOR**
**CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

**Hidalgo County, Texas-County of Hidalgo Community Service Agency,**
**a political subdivision of the State of Texas**

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, or modification of any federal contract, grant, loan, or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is 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.

**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 NO. **58140001799** FOR THE FY 2014
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT B
**BUDGET**

**Hidalgo County, Texas-County of Hidalgo Community Service Agency**,
**a political subdivision of the State of Texas**

**DEPARTMENT FINANCIAL OBLIGATIONS**

| | |
|---|---|
| **$ 3,638,330.00** | CEAP FUNDS CURRENTLY AVAILABLE |
| **$ 1,200.00** | TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE |

**BUDGET FOR AVAILABLE ALLOCATIONS**

| BUDGET CATEGORY | FUNDS | % |
|---|---|---|
| Administration | $ 227,321.00 | - |
| Direct Services | $ 3,409,809.00 | - |
| **TOTAL CEAP BUDGET** | $ 3,637,130.00 | - |

| BUDGET CATEGORY | FUNDS | % |
|---|---|---|
| Household Crisis | $ 1,568,512.00 | 46.00 |
| Utility Assistance | $ 1,568,512.00 | 46.00 |
| Program Services | $ 272,785.00 | 8.00 |
| **TOTAL DIRECT SERVICES** | $ 3,409,809.00 | 100.00 |

Subrecipient's service area consists of the following Texas counties:

**HIDALGO**

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6% of the contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of costs for Program Services, must be paid with nonfederal funds.

Program Services costs shall not exceed the maximum 8% of total Direct Services Expenditures. Program Services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services cost when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

CONTRACT NO. **58140001799** FOR THE FY 2014
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT C
**PRWORA REQUIREMENTS**

**Hidalgo County, Texas-County of Hidalgo Community Service Agency,**
**a political subdivision of the State of Texas**

If an individual is applying for LIHEAP funds, a subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. §1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility. 8 U.S.C. §1642 (a) and (b). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility once access to the system is provided by the Department.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." If Subrecipient claims "non-profit, charitable status Subrecipient shall supply TDHCA with any requested information Department believes is necessary to verify that Subrecipient is a non-profit charitable organization. An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. Simply holding a valid 501(c)(x) designation is not sufficient. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations.

**CERTIFICATION REGARDING USE OF THE SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) SYSTEM**

**Subrecipient shall:**

(1) System Use.

(a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s), http://www.uscis.gov/save/what-save/save-webinars, and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;

(e) Ensure that Users are provided with and maintain User Ids only while they have a need to perform verification procedures;

(f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, this Contract, and updates to these requirements;

(g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance. Contact information can be found at http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=0d37dffd79029310VgnVCM100000082ca60aRCRD&vgnextchannel=0d37dffd79029310VgnVCM100000082ca60aRCRD

(h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the Subrecipient initiates a request for verification;

(i) Use any information provided by DHS-USCIS under this Contract solely for the purpose of determining the eligibility of persons applying for the benefit issued by the Subrecipient and limit use of such information in accordance with this and all other provisions of this Contract;

(j) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;

(k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeing access to information regarding him/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting request may be found at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf (subject to revision and reposting on the SAVE Website and Online Resources);

(l) Comply with the Privacy Act, 5 U.S.C. Section 552a, the Texas Public Information Act and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this Contract, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the Contract;

(m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;

(n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS so that such individual may correct their records in a timely manner, if necessary. A Fact Sheet that includes the process by which applicants may contact DHS-USCIS is posted at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf, (subject to revision and reposting on the SAVE Website and Online Resources);

(o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the Subrecipient's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

(2) Monitoring and Compliance.

(a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;

(c) Notify the Department's Compliance Division immediately whenever there is reason to believe an information breach has occurred as a result of User or Subrecipient action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;"

(d) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by any User, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(e) Allow Department and SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review Subrecipient's compliance with this Exhibit C and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;

(f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;

(h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Exhibit C and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Exhibit C, SAVE Program procedures or other applicable law, regulation or policy.

Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this contract may be subject to criminal penalties.

Third Party Liability.

(1) Each party to this contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

Points of Contact

Sharon D. Gamble
Manager, Planning, Training and Technical Assistance
Texas Department of Housing and Community Affairs
Community Affairs Division
P.O. Box 13941
Austin, TX 78711-3941
Phone: (512) 475-0471
Email: sharon.gamble@tdhca.state.tx.us

USCIS SAVE Program MS 2620
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2620
ATTN: SAVE Operations
Phone: (888) 464-4218
Email: saveregistration@dhs.gov

USCIS SAVE Monitoring and Compliance MS 2640
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2640
Phone: (888) 464-4218
Email: save.monitoring@dhs.gov

**AI-42771** **IT Department 13. A.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Edna Kirby, IT DEPARTMENT

**Department:** IT DEPARTMENT

## Information

### CAPTION

Requesting approval of the following claim/invoice with authority for the County Treasurer to issue a payment/check after review, audit and processing procedures are completed by the County Auditor.

| Invoice Date | Invoice | Vendor | Amount |
|---|---|---|---|
| 11/30/2013 | 144290 | Icon/Civic Plus | $5,700.00 |

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-415-00-200-002-0-320

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

**BUDGETARY IMPACT:**

Funds available through PO# 701920 as of 1/30/2014.

## Attachments

Desktop

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/23/2014 11:46 AM |
| Obdett Calzada | Obdett Calzada | 01/30/2014 03:52 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Edna Kirby Started On: 01/22/2014 09:57 AM

Final Approval Date: 02/07/2014

CIVICPLUS

HELPING COMMUNITIES ENGAGE & INTERACT

Remit to:
317 Houston Street, Suite E
Manhattan, KS 66502
P 888-228-2233
F 785-587-8951

# Invoice

| | |
|---|---|
| Invoice # | 144290 |
| Date | 11/30/2013 |
| Terms | Net 30 |
| Due Date | 12/30/2013 |
| PO # | |

PO after Inv Date

**Bill To**

IT Department (1)
Hidalgo County
PO Box 207
Edinburg TX 78540

| Quantity | Description (2) | Amount |
|---|---|---|
| 1 | HRMS On-Site Training to include: Portal setup, social media integration, performance based hiring practices, system use training, hiring manager processes, candidate routing, job specific assessment lists and performance profiles | 5,700.00 |

| | |
|---|---|
| Total | 5,700.00 |
| Amount Due | $5,700.00 |

RECEIVED BY
COUNTY AUDITOR
2013 DEC 18 PM 12 11

Invoice Received By:
Edna Kiley On 12/16/13
Goods/services Received By:
Edna Kiley On 11/30/13
Acct.# 3-1100-415-00-200-002-0-320
PO# 701920

A Finance Charge of 2.9% Per Month Will Be Added To Past Due Accounts.

PAYMENT POLICY: Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

# Purchase Order
# COUNTY OF HIDALGO

PO# 701920

DATE: 12/09/13

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 352772 REQ: 00247708

PHONE: (888)228-2233

Fax: (785)587-8951 EMAIL: 11/22/13

SHIP TO: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

ICON ENTERPRISES, INC.
CIVICPLUS
317 HOUSTON ST, SUITE E
MANHATTAN KS 66502

CONTACT:

SITE: INFORMATION TECHNOLOGY

SPECIAL INSTRUCTIONS:

**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 | | |
| | | E-12-316-12-11 Estimate # 4856 | | |
| 1.00 | EACH | SS HRMS ON SITE TRAINING TO INCLUDE: PORTAL SETUP, SOCIAL MEDIA INTEGRATION, PERFORMANCE BASED HIRING PRACTICES, SYSTEM USE TRAINING, HIRING MANAGER PROCESSES,CANDIDATE ROUTING, JOB SPECIFIC ASSESSMENT LISTS AND PERFORMANCE PROFILES | 5,700.00 | 5,700.00 |
| | | TOTAL: | | 5,700.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | ********** For Hidalgo County use only | | |
| | | 3-1100-415-00-200-002-0-320 5,700.00 | | |

RECEIVED BY COUNTY AUDITOR
2013 DEC 18 PM 12 11

**Authorized by:** Martha L Salazar

**AI-42880** **HIDTA - Task Force 14. A.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

**Department:** HIDTA

## Information

### CAPTION

Authorization and approval for the Hidalgo County HIDTA Task Force Investigators to be paid instead of banking extra-duty hours from January 1, 2014 - December 31, 2014.

### BACKGROUND

The Hidalgo County Personnel Policy Manual stated that "Upon approval of the Governing Authority, wages for extra hours or overtime hours may be paid in cash and included in the employee's pay check for the work period in which the extra hours or overtime hours occurred or in the pay check following such work period"

Extra-Duty Hours such as straight time and overtime, as per availability of funds.

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1252-412-00-270-012-0-131

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

**BUDGETARY IMPACT:**

Funds available as of 2/7/2014.

## Attachments

Policy- Overtime

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/06/2014 09:43 AM |
| Obdett Calzada | Obdett Calzada | 02/07/2014 10:36 AM |
| Auditor's Office | Debbie Tamez | 02/07/2014 03:12 PM |
| Obdett Calzada | Obdett Calzada | 02/07/2014 03:31 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Nelda Olivarez Started On: 01/28/2014 03:26 PM

Final Approval Date: 02/07/2014

8.33 On separation from employment, an employee will be paid in a lump sum for accrued Annual Leave up to the maximum accumulation.

BEREAVEMENT LEAVE

8.34 Bereavement Leave, up to three (3) days, with pay, is available in the case of death of a member of an employee's immediate family. For purposes of this Section, "immediate family" means the employee's spouse, mother, father, brother, sister, and employee's children, foster children or legal wards, and includes the mother/father of the spouse, brother and/or sister of the spouse, employee's grandparents and grandchildren.

8.35 An employee on Leave Without Pay status or unpaid Family and Medical Leave is not eligible for Bereavement Leave.

8.36 Bereavement Leave is only granted for the time reasonably needed to attend the funeral of the deceased and to assist with the affairs of the deceased member's family.

COMPENSATORY LEAVE - FLSA COVERED EMPLOYEES

8.37 Compensatory Leave, on an hour for hour basis, for an FLSA covered employee is earned:

a. by law enforcement personnel who actually work in excess of 80 hours, but no more than 80 hours, in a fourteen (14) day work period; or

b. by any employee, including law enforcement personnel, when the total of hours actually worked is less than 40 hours for an employee who has a seven day work period or 80 hours for an employee who has a fourteen day work period, but the total of such hours actually worked, plus paid leave used, and official Holiday hours, exceeds 40 hours for an employee who has a seven day work period or 80 hours for an employee who has a fourteen day work period.

8.38 An FLSA covered employee earns Compensatory Leave for overtime hours worked when the employee physically works more than 40 hours if the employee has a seven (7) day work period or 80 hours if the employee has a fourteen (14) day work period. When this occurs, the employee is credited with time and one-half leave (converted overtime) for each hour of overtime.

8.39 Unless authorized by the Elected Official/Department Head, an FLSA covered employee is expected to avoid working extra hours or overtime hours. Failure to secure prior approval subjects an employee to disciplinary action.

8.40 An employee receives compensation for extra hours or overtime hours as follows:

Upon approval of the Governing Authority, wages for extra hours or overtime hours may be paid in cash and included in the employee's pay check for the work period in which the extra hours or overtime hours occurred or in the pay check following such work period. If no such approval is given, the employee is credited with Compensatory Leave as provided in this Chapter.

**AI-43039** **HIDTA - Task Force 14. B.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Nelda Olivarez, HIDTA

**Department:** HIDTA

## Information

**CAPTION**

HIDTA Chapter 59 (1251):
Approval of 2013 appropriation of funds in the amount of $1,224.13 for HIDTA Chapter 59 funds.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1251-412-00-270-011-0-XXX

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

**BUDGETARY IMPACT:**

Funds available as of 2/7/2014.

## Attachments

revised

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/06/2014 10:04 AM |
| Obdett Calzada | Obdett Calzada | 02/07/2014 04:17 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Nelda Olivarez Started On: 02/05/2014 03:48 PM

Final Approval Date: 02/07/2014

DATE: February 10, 2014

DEPARTMENT HEAD: Rene Guerra,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1251-412-00-270-011-0-xxx **(Chapter 59 Asset Forfeiture Funds)**

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

| INCREASE OBJECT NUMBER(S) | | ACCOUNT (OBJECT) NAME | | INCREASE (DECREASE) |
|---|---|---|---|---|
| 3-1251-412-00-270-011-0 | 113 | Full - time Employees | $ | 475.61 |
| 3-1251-412-00-270-011-0 | 230 | Retirement | | 734.02 |
| 3-1251-412-00-270-011-0 | 260 | Workers' Compensation | | 14.50 |
| | | **TOTAL APPROPRIATIONS** | **$** | **1,224.13** |

TO APPROPRIATE THE HIDALGO COUNTY HIDTA COMMAND CENTER - CHAPTER 59 ASSET FORFEITURE FUNDS

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

**AI-42953** **Urban County 15. A.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Brandy R. Salinas **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Engineering Services-Geotechnical and Construction Material Testing Services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the Precinct No. 2, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453/DRS210068 for South Fork Drain Project..

| Professional Geo-tech Services | Grade | Ranked |
|---|---|---|
| Raba Kistner, Inc. | 98.6% | |
| Terracon Consultants, Inc. | 94.6% | |
| PSI Laboratories, Inc. | 92.6% | |

3. Authority to negotiate a professional engineering service- contract with the No. 1 ranked firm of for the provision of geotechnical and construction material testing services for an Urban County Program GLO Contract No. 12-406-000-6453/DRS210068 Precinct No. 2, South Fork Drainage Improvements project located in Hidalgo County, Texas, from west Cage Boulevard to the USIBWC Floodway

### BACKGROUND

The three (3) professional engineering firms for rated from the County's approved "pool" are: Raba Kistner, Inc., Terracon Consultants, Inc. and PSI Laboratories, Inc. for Geo-technical and construction material testing for the South Fork Drain project located in Pharr, Texas.

## Attachments

Exhibit B

Grid

Letter from Pct

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/04/2014 10:13 AM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Mary Flores Started On: 01/31/2014 11:53 AM

Final Approval Date: 02/07/2014

# EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

*"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*

RFQ NO: 2013-003-12-05-SMA

| SELECTION CRITERIA | POINTS | SCORE |
|---|---|---|
| **1) STAFFING OF PROJECT TEAM -- (25 points maximum)** | | |
| ➢ Provide information on their proposed professional team members | 10 | 10 |
| ➢ Experience in performing various types of contracts for counties, cities or other clients as stated | 10 | 10 |
| ➢ A list of various projects for comparative purposes | 5 | 5 |
| Comments/Rationale for points: Firm has 35 yrs plus and employees to accomplish | TOTAL | 25 |
| proposed task as it relates to street improvements testing (materials) | | |
| | | |
| **2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)** | | |
| ➢ Designate experienced engineering staff to efficiently perform the work. | 10 | 10 |
| ➢ Identify the project team composition, project leadership, reporting responsibilities etc. | 10 | 10 |
| Comments/Rationale for points: Demonstrates experience with related project | TOTAL | 20 |
| SOQ very well defined | | |
| | | |
| **3) METHODOLOGY (20 points maximum)** | | |
| ➢ Knowledge, experience, and the equipment to provide the anticipated services | 10 | 10 |
| ➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County | 10 | 08 |
| Comments/Rationale for points: Firm located in McAllen; SOQ has time factor for | TOTAL | 18 |
| response in the Valley | | |
| | | |
| **4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)** | | |
| ➢ Demonstrate an understanding of the scope of services | 10 | 10 |
| ➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | 5 |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | 5 |
| ➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ | 5 | 5 |
| Comments/Rationale for points: Meets Criteria as outlined | TOTAL | 25 |
| | | |
| | | |
| **5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))** | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | 5 |
| ➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices | 5 | 5 |
| Comments/Rationale for points: Meets Criteria as outlined | TOTAL | 10 |
| | | |
| | | |
| | TOTAL SCORE: | 98 |

Project Name:: Pct. #2 South Fork Drain Project

Department:: Urban County Program

Firm/Participant:Name: Raba Kistner, Inc.

Evaluator: _____ (Oscar Garza, Program Coordinator) Date: January 06, 2014

# EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

*"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*

RFQ NO: 2013-003-12-05-SMA

| SELECTION CRITERIA | POINTS | SCORE |
|---|---|---|
| **1) STAFFING OF PROJECT TEAM – (25 points maximum)** | | |
| ➢ Provide information on their proposed professional team members | 10 | 10 |
| ➢ Experience in performing various types of contracts for counties, cities or other clients as stated | 10 | 9 |
| ➢ A list of various projects for comparative purposes | 5 | 5 |
| Comments/Rationale for points: | TOTAL | 24 |
| Firm meets criteria | | |
| **2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)** | | |
| ➢ Designate experienced engineering staff to efficiently perform the work. | 10 | 10 |
| ➢ Identify the project team composition, project leadership, reporting responsibilities etc. | 10 | 10 |
| Comments/Rationale for points: | TOTAL | 20 |
| Firm meets criteria | | |
| **3) METHODOLOGY (20 points maximum)** | | |
| ➢ Knowledge, experience, and the equipment to provide the anticipated services | 10 | 10 |
| ➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County | 10 | 05 |
| Comments/Rationale for points: | TOTAL | 15 |
| SOQ not clear on plan for proposed project | | |
| **4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)** | | |
| ➢ Demonstrate an understanding of the scope of services | 10 | 10 |
| ➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | 05 |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | 05 |
| ➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ | 5 | 05 |
| Comments/Rationale for points: | TOTAL | 25 |
| Firm meets criteria adn has experience with proposed project | | |
| **5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))** | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | 05 |
| ➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices | 5 | 05 |
| Comments/Rationale for points: | TOTAL | 10 |
| On pg. 6 of SOQ indicates references, followed by pg's 9-11 on current projects. Firm meets criteria | | |
| | TOTAL SCORE: | 94 |

Project Name:: Pct. #2 South Fork Drain Project

Department:: Urban County Program

Firm/Participant:Name: Terracon Consultants, Inc.

Evaluator: Oscar Garza (Oscar Garza, Program Coordinator) Date: January 06, 2014

# EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

*"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*

RFQ NO: 2013-003-12-05-SMA

| SELECTION CRITERIA | POINTS | SCORE |
|---|---|---|
| **1) STAFFING OF PROJECT TEAM -- (25 points maximum)** | | |
| ➢ Provide information on their proposed professional team members | 10 | 08 |
| ➢ Experience in performing various types of contracts for counties, cities or other clients as stated | 10 | 10 |
| ➢ A list of various projects for comparative purposes | 5 | 05 |
| Comments/Rationale for points: | TOTAL | 23 |
| Not enough references on staff with related project | | |
| **2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)** | | |
| ➢ Designate experienced engineering staff to efficiently perform the work. | 10 | 10 |
| ➢ Identify the project team composition, project leadership, reporting responsibilities etc. | 10 | 10 |
| Comments/Rationale for points: | TOTAL | 20 |
| Firm meets criteria | | |
| **3) METHODOLOGY (20 points maximum)** | | |
| ➢ Knowledge, experience, and the equipment to provide the anticipated services | 10 | 10 |
| ➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County | 10 | 02 |
| Comments/Rationale for points: | TOTAL | 12 |
| SOQ does not provide methodology; firm based out of Harlingen | | |
| **4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)** | | |
| ➢ Demonstrate an understanding of the scope of services | 10 | 10 |
| ➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | 05 |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | 05 |
| ➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ | 5 | 05 |
| Comments/Rationale for points: | TOTAL | 25 |
| Firm meets criteria as outlined | | |
| **5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))** | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | 05 |
| ➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices | 5 | 05 |
| Comments/Rationale for points: | TOTAL | 10 |
| Meets Criteria as outlined in exhibits | | |
| | TOTAL SCORE: | 90 |

Project Name:: Pct. #2 South Fork Drain Project

Department:: Urban County Program

Firm/Participant Name: PSI Laboratories, Inc

Evaluator: Oscar Garza (Oscar Garza, Program Coordinator) Date: January 06, 2014

**Zimbra** **oscar.garza@co.hidalgo.tx.us**

**South Fork Drain (GEO TECH TESTING) in Precinct No. 2**

***REVIEWED***
*By Oscar Garza at 1:22 pm, Jan 06, 2014*

**From :** Brandy Salinas <brandy.salinas@co.hidalgo.tx.us> Mon, Jan 06, 2014 11:10 AM
**Subject :** South Fork Drain (GEO TECH TESTING) in Precinct No. 2 1 attachment
**To :** Oscar Garza <oscar.garza@co.hidalgo.tx.us>
**Cc :** Antonio Barco <antonio.barco@ucp.co.hidalgo.tx.us>

Good morning Oscar,

Will you please evaluate the following firms for Professional Surveying Services-GEO TECHNICAL AND CONSTRUCTION MATERIALS for the South Fork Drain project located in Precinct No. 2.

1. Raba Kistner
2. Terraco
3. PSI

Also attached is the evaluation form. If you have any questions, please call or email me.

Thank you,

Brandy R. Salinas
Program Coordinator I
Urban County Program
3304 West Alberta Road.
Edinburg, Texas 78539

Tel:956-787-8127 ext.2246
brandy.salinas@ucp.co.hidalgo.tx.us

**Geo-Tech Evaluation Form.pdf**
144 KB

# EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

*"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*

**RFQ NO: 2013-003-12-05-SMA**

| SELECTION CRITERIA | POINTS | SCORE |
|---|---|---|
| **1) STAFFING OF PROJECT TEAM -- (25 points maximum)** | | |
| ➢ Provide information on their proposed professional team members | 10 | 10 |
| ➢ Experience in performing various types of contracts for counties, cities or other clients as stated | 10 | 10 |
| ➢ A list of various projects for comparative purposes | 5 | 5 |
| Comments/Rationale for points: RFQ contains clear information indication the firm has | TOTAL | 25 |
| sufficient staff to meet the needs of various projects and a list of latest projects the firm has perform for the County | | |
| **2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)** | | |
| ➢ Designate experienced engineering staff to efficiently perform the work. | 10 | 10 |
| ➢ Identify the project team composition, project leadership, reporting responsibilities etc. | 10 | 10 |
| Comments/Rationale for points: RFQ details information on each of the direct services | TOTAL | 20 |
| staff and has provided an organizational chart demonstrating the composition of the project teams. | | |
| | | |
| **3) METHODOLOGY (20 points maximum)** | | |
| ➢ Knowledge, experience, and the equipment to provide the anticipated services | 10 | 9 |
| ➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County | 10 | 9 |
| Comments/Rationale for points: Firm indicates their knowledge, experience and the | TOTAL | 18 |
| appropriate equipment for the various services provided by the firm. | | |
| | | |
| **4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)** | | |
| ➢ Demonstrate an understanding of the scope of services | 10 | 10 |
| ➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | 5 |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | 5 |
| ➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ | 5 | 5 |
| Comments/Rationale for points: All responses to the criterion is clear and well | TOTAL | 25 |
| organized. The criteria provided meets the needs of the county. | | |
| | | |
| **5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))** | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | 5 |
| ➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices | 5 | 5 |
| Comments/Rationale for points: Information provided inidcates the firm is | TOTAL | 10 |
| knowledgeable of the governmental regulations and other requirements. | | |
| | | |
| | **TOTAL SCORE:** | 98 |

Project Name:: Southfork Drain

Department:: Hidalgo County Precinct 2

Firm/Participant Name: Raba-Kistner

Evaluator: _____ Date: 01/15/2014

# EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

*"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*

**RFQ NO: 2013-003-12-05-SMA**

| SELECTION CRITERIA | POINTS | SCORE |
|---|---|---|
| **1) STAFFING OF PROJECT TEAM -- (25 points maximum)** | | |
| ➢ Provide information on their proposed professional team members | 10 | 10 |
| ➢ Experience in performing various types of contracts for counties, cities or other clients as stated | 10 | 10 |
| ➢ A list of various projects for comparative purposes | 5 | 5 |
| Comments/Rationale for points: The firm meets the criteria solicited in the section of the evaluation form | TOTAL | 25 |
| **2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)** | | |
| ➢ Designate experienced engineering staff to efficiently perform the work. | 10 | 10 |
| ➢ Identify the project team composition, project leadership, reporting responsibilities etc. | 10 | 10 |
| Comments/Rationale for points: RFQ indicates firm staff has the experienced engineering staff to perform the requested work. | TOTAL | 20 |
| **3) METHODOLOGY (20 points maximum)** | | |
| ➢ Knowledge, experience, and the equipment to provide the anticipated services | 10 | 10 |
| ➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County | 10 | 8 |
| Comments/Rationale for points: RGQ is not clear in the presentation of this item. The responses were not clearly identified. | TOTAL | 18 |
| **4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)** | | |
| ➢ Demonstrate an understanding of the scope of services | 10 | 10 |
| ➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | 5 |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | 4 |
| ➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ | 5 | 3 |
| Comments/Rationale for points: Firm indicates demonstration of the scope of services | TOTAL | 22 |
| **5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))** | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | 5 |
| ➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices | 5 | 5 |
| Comments/Rationale for points: Information provided indicates firm has knowledge and experience of the criteria requested. | TOTAL | 10 |
| | TOTAL SCORE: | 95 |

Project Name:: Southfork Drain

Department:: Precinct 2

Firm/Participant: Name: Terracon

Evaluator: _____ Date: 01/15/2014

# EXHIBIT "B"

Evaluation Criteria and Form
Hidalgo County
(Including all funding sources, programs, and entities)
*"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*
**RFQ NO: 2013-003-12-05-SMA**

MAR 16 2014

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| SELECTION CRITERIA | POINTS | SCORE |
|---|---|---|
| **1) STAFFING OF PROJECT TEAM -- (25 points maximum)** | | |
| ➢ Provide information on their proposed professional team members | 10 | 10 |
| ➢ Experience in performing various types of contracts for counties, cities or other clients as stated | 10 | 10 |
| ➢ A list of various projects for comparative purposes | 5 | 5 |
| Comments/Rationale for points: Information in RGQ indicates firm has the appropriate staff that meets the criteria set forth | TOTAL | 25 |
| **2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)** | | |
| ➢ Designate experienced engineering staff to efficiently perform the work. | 10 | 10 |
| ➢ Identify the project team composition, project leadership, reporting responsibilities etc. | 10 | 9 |
| Comments/Rationale for points: Firm has the experienced engineering staff; however, RGQ is not clear in the team compostion and reporting responsibilites. | TOTAL | 19 |
| **3) METHODOLOGY (20 points maximum)** | | |
| ➢ Knowledge, experience, and the equipment to provide the anticipated services | 10 | 9 |
| ➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County | 10 | 8 |
| Comments/Rationale for points: RGQ lacks sufficient information to receive total allowable points. | TOTAL | 17 |
| **4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)** | | |
| ➢ Demonstrate an understanding of the scope of services | 10 | 9 |
| ➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | 5 |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | 4 |
| ➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ | 5 | 4 |
| Comments/Rationale for points: Responses lacks clarity and organization. Firm is well aware of Federal, State and local regulations and policies. | TOTAL | 22 |
| **5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))** | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | 5 |
| ➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices | 5 | 5 |
| Comments/Rationale for points: Information provided indicates firm is well aware of the criterion requested. | TOTAL | 10 |
| | **TOTAL SCORE:** | 93 |

Project Name:: Southfork Drain

Department:: Precinct 2

Firm/Participant: Name: PSI

Evaluator: _____ Date: 01/15/2014

# EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

*"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*

**RFQ NO: 2013-003-12-05-SMA**

| SELECTION CRITERIA | POINTS | SCORE |
|---|---|---|
| **1) STAFFING OF PROJECT TEAM -- (25 points maximum)** | | |
| ➢ Provide information on their proposed professional team members | 10 | 10 |
| ➢ Experience in performing various types of contracts for counties, cities or other clients as stated | 10 | 10 |
| ➢ A list of various projects for comparative purposes | 5 | 5 |
| Comments/Rationale for points: Meet all criteria | TOTAL | 25 |
| **2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)** | | |
| ➢ Designate experienced engineering staff to efficiently perform the work. | 10 | 10 |
| ➢ Identify the project team composition, project leadership, reporting responsibilities etc. | 10 | 10 |
| Comments/Rationale for points: Meet all criteria | TOTAL | 20 |
| **3) METHODOLOGY (20 points maximum)** | | |
| ➢ Knowledge, experience, and the equipment to provide the anticipated services | 10 | 10 |
| ➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County | 10 | 10 |
| Comments/Rationale for points: Meet all criteria | TOTAL | 20 |
| **4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)** | | |
| ➢ Demonstrate an understanding of the scope of services | 10 | 10 |
| ➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | 5 |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | 5 |
| ➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ | 5 | 5 |
| Comments/Rationale for points: Meet all criteria | TOTAL | 25 |
| **5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))** | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | 5 |
| ➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices | 5 | 5 |
| Comments/Rationale for points: Meet all criteria | TOTAL | 10 |
| | TOTAL SCORE: | 100 |

Project Name:: South Fork Drain

Department:: Precinct No. 2

Firm/Participant:Name: Raba Kistner, INC.

Evaluator: Antonio Barco Date: 1/28/14

# EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

*"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*

**RFQ NO: 2013-003-12-05-SMA**

| SELECTION CRITERIA | POINTS | SCORE |
|---|---|---|
| **1) STAFFING OF PROJECT TEAM -- (25 points maximum)** | | |
| ➢ Provide information on their proposed professional team members | 10 | 10 |
| ➢ Experience in performing various types of contracts for counties, cities or other clients as stated | 10 | 10 |
| ➢ A list of various projects for comparative purposes | 5 | 5 |
| Comments/Rationale for points: Meets all Criteria | TOTAL | 25 |
| **2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)** | | |
| ➢ Designate experienced engineering staff to efficiently perform the work. | 10 | 10 |
| ➢ Identify the project team composition, project leadership, reporting responsibilities etc. | 10 | 10 |
| Comments/Rationale for points: Meets all Criteria | TOTAL | 20 |
| **3) METHODOLOGY (20 points maximum)** | | |
| ➢ Knowledge, experience, and the equipment to provide the anticipated services | 10 | 10 |
| ➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County | 10 | 10 |
| Comments/Rationale for points: Meets All criteria | TOTAL | 20 |
| **4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)** | | |
| ➢ Demonstrate an understanding of the scope of services | 10 | 10 |
| ➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | 4 |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | 5 |
| ➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ | 5 | 4 |
| Comments/Rationale for points: Meets most criteria but does not address Appropriate Federal/State & Local Regulations & Policies; Not easy to evaluate | TOTAL | 23 |
| **5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))** | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | 4 |
| ➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices | 5 | 3 |
| Comments/Rationale for points: Need to address past knowledge and experience of govt. regulations, Codes, Guidelines etc. and narrative | TOTAL | 7 |
| | TOTAL SCORE: | 95 |

Project Name:: South Fork Drain

Department:: Precinct No. 2

Firm/Participant Name: Terracon Consultants, Inc.

Evaluator: ANTONIO BARCO Date: 1/21/14

# EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

*"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*

**RFQ NO: 2013-003-12-05-SMA**

| SELECTION CRITERIA | POINTS | SCORE |
|---|---|---|
| **1) STAFFING OF PROJECT TEAM -- (25 points maximum)** | | |
| ➢ Provide information on their proposed professional team members | 10 | 10 |
| ➢ Experience in performing various types of contracts for counties, cities or other clients as stated | 10 | 10 |
| ➢ A list of various projects for comparative purposes | 5 | 5 |
| Comments/Rationale for points: Meet all criteria | TOTAL | 25 |
| **2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)** | | |
| ➢ Designate experienced engineering staff to efficiently perform the work. | 10 | 10 |
| ➢ Identify the project team composition, project leadership, reporting responsibilities etc. | 10 | 10 |
| Comments/Rationale for points: Meet all criteria | TOTAL | 20 |
| **3) METHODOLOGY (20 points maximum)** | | |
| ➢ Knowledge, experience, and the equipment to provide the anticipated services | 10 | 10 |
| ➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County | 10 | 10 |
| Comments/Rationale for points: Meet all criteria | TOTAL | 20 |
| **4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)** | | |
| ➢ Demonstrate an understanding of the scope of services | 10 | 10 |
| ➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | 4 |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | 5 |
| ➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ | 5 | 4 |
| Comments/Rationale for points: Meets most criteria, but must elaborate on Knowledge of appropriate Rules + Regs. and more responsive to Evaluation Form information | TOTAL | 23 |
| **5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))** | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | 4 |
| ➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices | 5 | 3 |
| Comments/Rationale for points: Must add past experience of Applicable rules + regulations and Manual | TOTAL | 7 |
| | TOTAL SCORE: | 95 |

Project Name:: South Fork Drain

Department:: Precinct No. 2

Firm/Participant:Name: PSI

Evaluator: ANTONIO D ARCO Date: 1/29/14

**Texas General Land Office Disaster Recovery Funds**
**Geotechnical and Constructions Material Testing**
**Flood and Drainage Improvements**
**GLO Contract No. 12-406-000-6453**
**Grading-Ranking Grid**

| Criteria | Raba Kistner, Inc. | | | Terracon Consultants, Inc. | | | PSI Laboratories, Inc. | | |
|---|---|---|---|---|---|---|---|---|---|
| | Grader 1 | Grader 2 | Grader 3 | Grader 1 | Grader 2 | Grader 3 | Grader 1 | Grader 2 | Grader 3 |
| Staffing of project team | 25 | 25 | 25 | 25 | 25 | 24 | 25 | 25 | 23 |
| Experience of Project Team | 20 | 20 | 20 | 20 | 20 | 20 | 19 | 20 | 20 |
| Methodolgy | 18 | 20 | 18 | 18 | 20 | 15 | 17 | 20 | 12 |
| Understanding of Project | 25 | 25 | 25 | 22 | 23 | 25 | 22 | 23 | 25 |
| Familiarity with Applicable Rules & Regulations | 10 | 10 | 10 | 10 | 7 | 10 | 10 | 7 | 10 |
| **TOTALS** | 98 | 100 | 98 | 95 | 95 | 94 | 93 | 95 | 90 |
| **AVERAGES** | **296 ÷3= 98.6** | | | **284 ÷3= 94.6** | | | **278 ÷3= 92.6** | | |
| **RATING** | **1** | | | **2** | | | **3** | | |

# COUNTY of HIDALGO
**Precinct No. 2**

*Hector "Tito" Palacios*
County Commissioner

January 29, 2014

Ms. Diana Serna, Director
Hidalgo County Urban County Department
Attn: Brandy R. Salinas
427 E. Duranta Suite 107
Alamo, Texas 78516

Re: South Fork Drain –Geo Tech Material Testing Services

Dear Ms. Serna,

Please accept this letter as a formal request from Precinct No. 2 to submit an agenda item for the presentation of the scoring grid for the purpose of ranking professional "Geo-Technical and Construction Material Testing" service firms by Hidalgo County Commissioners' Court regarding the Texas General Land Office (GLO) Round 2.1 Disaster Recovery Funding for the Precinct No. 2 Flood Drainage Improvements Project known as the "South Fork Drain Project". (GLO Contract No. 12-406-000-6453/DRS210068)

Should you have any questions or require further information, please do not hesitate to contact me or Mr. Raul Silguero at (956)787-1891.

Respectively,

Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2

**Administration Office**
300 West Hall Acres, Suite G
Pharr, TX 78577
Tel: 956-787-1891 Fax: 956-787-4683

**Precinct 2 Shop**
301 E. State St.
Pharr, TX 78517

**AI-42812** **Urban County 15. B.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Amanda V. Flores **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Urban County Program, on behalf of Precinct No. 1 is requesting consideration and action to award and enter into a construction contract with Rojas construction (lowest bidder meeting all specifications and/or requirements) for the Texas General Land Office Round 2.1(GLO Contract No. 12-406-000-6453/DRS210068) in the amount of $252,442.00. The project consists of flood & drainage improvements within Precinct No. 1, Hidalgo County for the Delta Area Connector/East Lateral Colonia Infrastructure II Improvements, Olivarez #7, Olivarez # 9 and Olivarez # 18.

### BACKGROUND

Bids were requested and received for Precinct No. 1 flood and drainage improvements. Quintanilla, Headley & Associates prepared specification packages. Bids were opened at Hidalgo County Purchasing Department on December 20, 2013. After review, the project engineer recommended Rojas Construction as the lowest responsible bidders. (See attached recommendation letter from Quintanilla, Headley & Associates and a copy of the bid tabulations).

Contractor: Rojas Construction
Contractor Amount: $252,442.00

GLO Account Number: 6540-62-0309-5200-6200
Available Funds Available: $8,462,869.00

## Attachments

W-9
Pct 1 Letter
Exhibit B
Eng. letter
CIQ Form
Cert. of Ins
Bid Tibulation
Cert of Ins
contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/23/2014 03:18 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Mary Flores Started On: 01/23/2014 01:39 PM

Final Approval Date: 02/07/2014

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
ROJAS CONSTRUCTION & PAVING LLC

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P
☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
240 FRONTAGE RD

Requester's name and address (optional)

City, state, and ZIP code
ALAMO, TX 78516

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
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 7 | 4 | - | 3 | 2 | 5 | 0 | 7 | 2 | 9 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ [signature] Date ▶ 1/03/14

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

# A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78596

PH:956.968.8733
FAX:956.969.1417

www.co.hidalgo.tx.us
ac.cuellar@co.hidalgo.tx.us


January 15, 2014

Ms. Diana Serna, Executive Director,
Urban County Program
1918 Tesoro Blvd.
Pharr, Texas 78577

Dear Ms. Serna,

Precinct One has received a recommendation from our project Engineer for the low bid of $252,442.00 by Rojas Construction Company for the GLO Flood and Drainage Improvements Project known as the "Delta Area Connector/East Lateral" Colonias Infrastructure Improvements II Olivares No. 7 & No. 18 Olivarez No. 9.

Bid. No: 6540-62-0309-5100-6200

The Precinct concurs with the recommendation by the Engineer.

Please process; so that we may begin this project As soon as possible.

Please call me should you have questions. Thank You.

Respectfully,

Raul Lozano, Chief Administrator

# EXHIBIT "B"

## BID PAGE

Hidalgo County – Urban County Program
Hidalgo County Precinct No.1
GLO Flood & Drainage Improvements Project
Known As "Delta Area Connector/East Lateral"
Colonia Infrastructure Improvements II
Olivarez No.7 & No.18 and Olivarez No.9
BID No.: 6540-62-0309-5100-6200

SCOPE OF WORK DESCRIPTION:
PROVIDE BIDS FOR "OLIVAREZ No.7 & No.18 AND OLIVAREZ No.9 DRAINAGE IMPROVEMENTS"

BID PRICE: $_____

ALTERNATE PRICE: $_____

BIDDER/COMPANY NAME: Rojas Construction & Paving LLC

ADDRESS: 240 Frontage Rd

CITY/STATE/ZIP CODE: Alamo, TX 78516

PHONE & FAX NO.'S: 956.787.8778 phone 956.787.8789 fax

CELLULAR & BEEPER NO.'S: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: Efrain Reyes

TITLE: Owner

U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

## BID FOR UNIT PRICE CONTRACTS

**Place** _____
**Date** 12/18/13
**Project No.** 6540-62-0309-5100-6200

Proposal of Rojas Construction & Paving (hereinafter called "Bidder") a corporation/ a partnership, or an individual doing business as: _____.

TO the Urban County Program/Precinct No.1 (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of **GLO Flood & Drainage Improvements Project Known As "Delta Area Connector/East Lateral" Colonia Infrastructure Improvements II Olivarez No.7 & No.18 and Olivarez No.9** having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or about date to be specified in written "Notice to Proceed" of the owner and to fully complete the project within **240** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of **$ 300** for each consecutive calendar day thereafter as herein after provided in Paragraph 19 of the General Conditions.

**BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM:**

X 5 2 1 2

*Insert corporation, partnership or individual as applicable.

Bidder agrees to perform all the GLO Flood & Drainage Improvements Project Known As "Delta Area Connector/East Lateral" Colonia Infrastructure Improvements II Olivarez No.7 & No.18 and Olivarez No.9 work described in the specifications and show on the plans, for the following unit prices:

**OLIVAREZ No.7 & No.18 AND OLIVAREZ No.9**

| Item No. | Est. Qty. | Unit | Description | Unit Price Each | Total |
|---|---|---|---|---|---|
| **I. Olivarez No. 7 & Olivarez No.18** | | | | | |
| 1. | 84 | L.F. | 24" R.C.P. | Thirty Four Dollars -0- ($ 34.00) Dollars & Cents | Two Thousand Eight Hundred Fifty Six Dollars -0- ($2,856.00) Dollars & Cents |
| 2. | 40 | L.F. | 30" R.C.P. | Forty Five Dollars -0- 45 00 Dollars & Cents | One Thousand Eight Hundred dollars -0- $1,800.00 Dollars & Cents |
| 3. | 1,996 | L.F. | 36" R.C.P. | Sixty Eight dollars -0- $68.00 Dollars & Cents | One Hundred Thirty Five Thousand Seven Hundred Twenty Eight dollars -0- $135,728.00 Dollars & Cents |
| 4. | 30 | L.F. | Bore Canal & Install 36" R.C.P. | Three Hundred Fifty dollars -0- $ 350.00 Dollars & Cents | Ten Thousand Five Hundred dollars -0- $ 10,500.00 Dollars & Cents |
| 5. | 9 | Ea. | Type "CC" Inlet | Two Thousand six hundred dollars -0- $ 2,600.00 Dollars & Cents | Twenty Three Thousand Four Hundred dollars -0- 23,400.00 Dollars & Cents |
| 6. | 1 | Ea. | Gate Structure | Nine Thousand dollars -0- $ 9,000.00 Dollars & Cents | Nine Thousand dollars -0- $ 9,000.00 Dollars & Cents |
| 7. | 1 | Ea. | Manhole with Grate Lid | Three Thousand Five Hundred -0- $ 3,500.00 Dollars & Cents | Three Thousand Five Hundred Dollars -0- $ 3,500.00 Dollars & Cents |

RECEIVED DEC 10 2019 9:50 am

| | | | | | |
|---|---|---|---|---|---|
| 8. | 160 | L.F. | Cut & Repair Asphalt | Twenty dollars<br>-0-<br>$ 20.00<br>Dollars & Cents | Three Thousand Two Hundred dollars<br>-0-<br>$ 3,200.00<br>Dollars & Cents |
| 9. | 2,120 | L.F. | Trench Protection | One dollar<br>-0-<br>$ 1.00<br>Dollars & Cents | Two Thousand One Hundred Twenty dollars<br>-0-<br>$ 2,120.00<br>Dollars & Cents |
| 10. | 1 | Ea. | Concrete Rip-Rap (Headwall) | Three Thousand Five Hundred<br>-0-<br>$ 3,500.00<br>Dollars & Cents | Three Thousand Five Hundred dollars<br>-0-<br>$ 3,500.00<br>Dollars & Cents |
| 11. | 100 | L.F. | Remove Existing Culvert Pipes | Five Dollars<br>-0-<br>$ 5.00<br>Dollars & Cents | Five Hundred dollars<br>-0-<br>$ 5,00.00<br>Dollars & Cents |
| 12. | 1 | L.S. | Traffic Control | Two Thousand Dollars<br>-0-<br>$ 2,000.00<br>Dollars & Cents | Two Thousand dollars<br>-0-<br>$ 2,000.00<br>Dollars & Cents |
| 13. | 1 | L.S. | Erosion Control | One Thousand dollars<br>-0-<br>$ 1,000.00<br>Dollars & Cents | One Thousand dollars<br>-0-<br>$ 1,000.00<br>Dollars & Cents |
| 14. | 4,600 | L.F. | Regrade Road Ditch | Two Dollars<br>Fifty cents<br>$ 2.50<br>Dollars & Cents | Eleven Thousand Five Hundred dollars<br>-0-<br>$ 11,500<br>Dollars & Cents |
| 15. | 400 | L.F. | Clean & Grub Drain Ditch | Eight Dollars<br>-0-<br>$ 8.00<br>Dollars & Cents | Three Thousand Two Hundred dollars<br>-0-<br>$ 3,200.00<br>Dollars & Cents |

OPENED
DEC 18 2013
ASDam
Witnessed

**Driveways**

| | | | | | |
|---|---|---|---|---|---|
| 1. | 54 | L.F. | 15" ADS | Twenty Two dollars<br>-0-<br>$ 22.00<br>Dollars & Cents | One Thousand One Hundred Eighty Eight dollars<br>-0-<br>$ 1,188.00<br>Dollars & Cents |

| | | | | | |
|---|---|---|---|---|---|
| 2. | 120 | S.Y. | 6" Caliche Base | Eight Dollars<br>-0-<br>$ 8.00<br>Dollars & Cents | One Hundred sixty dollars<br>-0-<br>$ 960.00<br>Dollars & Cents |

**Subtotal I: $** 215,952.00

**II. Olivarez No. 9**

| | | | | | |
|---|---|---|---|---|---|
| 1. | 712 | L.F. | 18" R.C.P. | Twenty Four dollars<br>-0-<br>$ 24.00<br>Dollars & Cents | Seventeen Thousand Eighty Eight dollars<br>-0-<br>$ 17,088.00<br>Dollars & Cents |
| 2. | 2 | Ea. | Type "CC" Inlet | Three Thousand Two Hundred<br>-0-<br>$ 3,200.00<br>Dollars & Cents | Six Thousand Four Hundred dollars<br>-0-<br>$ 6,400.00<br>Dollars & Cents |
| 3. | 712 | L.F. | Trench Protection | One Dollar<br>-0-<br>1.00<br>Dollars & Cents | Seven Hundred Twelve dollars<br>-0-<br>$ 712.00<br>Dollars & Cents |
| 4. | 1 | L.S. | Traffic Control | One Thousand dollars<br>-0-<br>$ 1,000.00<br>Dollars & Cents | One Thousand dollars<br>-0-<br>$ 1,000.00<br>Dollars & Cents |
| 5. | 1 | L.S. | Erosion Control | Five Hundred dollars<br>-0-<br>$ 500.00<br>Dollars & Cents | Five Hundred dollars<br>-0-<br>$ 500.00<br>Dollars & Cents |
| 6. | 1,500 | L.F. | Regrade Road Ditch | Two Dollars<br>Fifty Cents<br>$ 2.50<br>Dollars & Cents | Three Thousand Seven Hundred Fifty dollars<br>-0-<br>$ 3,750.00<br>Dollars & Cents |
| 7. | 400 | L.F. | Clean & Grub Drain Ditch | Eight dollars<br>-0-<br>$ 8.00<br>Dollars & Cents | Three Thousand Two Hundred dollars<br>-0-<br>$ 3,200.00<br>Dollars & Cents |

OPENED
DEC 18 2015
9:50am
Witnessed

**Driveways**

| | | | | | |
|---|---|---|---|---|---|
| 1. | 80 | L.F. | 15" ADS | Twenty Two Dollars and 00 / $ 22.00 Dollars & Cents | One thousand Seven Hundred Sixty dollars and 00 / $ 1,760.00 Dollars & Cents |
| 2. | 180 | S.Y. | 6" Caliche Base | Eight Dollars and 00 / $ 8.00 Dollars & Cents | One Thousand Four Hundred Forty dollars and 00 / $ 1,440.00 Dollars & Cents |
| 3. | 80 | S.Y. | 6" Gravel | Eight Dollars and 00 / $ 8.00 Dollars & Cents | Six Hundred Forty dollars and 00 / $ 640.00 Dollars & Cents |

**Subtotal II: $** 36,490.00

**Total of Bid $** 252,442.00

(Amount are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

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 informalities in the bidding.

The bidder agrees that this bid shall be good and may not to be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of 5%.

($_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By _____ Managing Member
(Title)

240 Frontage Rd Alamo Tx. 78516
(Business Address and Zip Code)

(SEAL – if bid is by a corporation)

OPENED
DEC 18 2013
9:50am
Witnessed

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

**Consulting Engineers ★ Land Surveyors**
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

Received
DEC 23 2013
By

December 20, 2013

Diana R. Serna, Director
Urban County Program
3304 West Alberta Road
Edinburg, TX 78539

Re: Hidalgo County Precinct No. 1 GLO Flood & Drainage Improvements Project Known as "Delta Area Connector/East Lateral" Colonia Infrastructure Improvements II Olivarez No. 7 & No. 18 and Olivarez No. 9
Bid No.: 6540-62-0309-5100-6200

Dear Ms. Serna:

Bids for the above mentioned project were received and opened on December 20, 2013. Five bids were received and are as follows:

| | |
|---|---|
| 1. OG Construction | $ 315,675.00 |
| 2. REIM Construction | $ 443,082.20 |
| 3. GO Underground | $ 449,122.00 |
| 4. Rojas Construction | $ 252,442.00 |
| 5. Jimmy Closner & Sons | $ 371,112.00 |

We have reviewed and checked the bids and they are correct.

We are recommending that this contract be awarded to the lowest responsive bid from Rojas Construction in the amount of $252,442.00.

Should you have any questions or require additional information, please let us know. Thank You.

Respectfully,

Eulalio Ramirez, P.E.
Project Manager

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

2478974

EXHIBIT "D"

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Efrain Rojas – N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Not Applicable N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4

Signature of person doing business with the governmental entity

1/16/14

Date

Adopted 06/29/2007

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

70 2014 02478974

Instrument Number: 2014-2478974
As
Recording

Recorded On: January 16, 2014

Billable Pages: 1

Number of Pages: 2

Parties:

To

Comment: CONFLICT OF INTEREST

** Examined and Charged as Follows: **

| | |
|---|---|
| Recording | 26.00 |
| Total Recording: | 26.00 |

********** THIS PAGE IS PART OF THE INSTRUMENT **********
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 Number: 2014-2478974
Receipt Number: 1412597
Recorded Date/Time: January 16, 2014 10:26A

User / Station: M Cantu - Cash Station 03

Record and Return To:

EFRAIN ROJAS
RETURN TO CUSTOMER
TX

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

# Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- Jose A Martinez
- 6624 N 10th St Ste I
- Mcallen, TX 78504-3399
- 956-287-3762

Issue Date (MM/DD/YY) 01/21/2014

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 shown below.

St. 19 Dist. 42 Agent 361

Insured Name & Address
- Rojas Heavy Equipment LLC DBA:
- Rojas Construction and Paving
- 240 FRONTAGE RD
- ALAMO, TX 78516

**Companies Providing Coverage:**

Company Letter A: Truck Insurance Exchange
Company Letter B: Farmers Insurance Exchange
Company Letter C: Mid-Century Insurance Company
Company Letter D: Texas County Mutual

## Coverages

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.

| Co. Ltr. | | Type of Insurance | Policy Number | Policy Effective Date (MM/DD/YY) | Policy Expiration Date (MM/DD/YY) | Policy Limits | |
|---|---|---|---|---|---|---|---|
| | | General Liability | | | | General Aggregate | $ |
| | | Commercial General Liability | | | | Products-Comp/OPS Aggregate | $ |
| | | - Occurrence Version | | | | Personal & Advertising Injury | $ |
| | | Contractual - Incidental Only | | | | Each Occurrence | $ |
| | | Owners & Contractors Prot. | | | | Fire Damage (Any one fire) | $ |
| | | | | | | Medical Expense (Any one person) | $ |
| D | | Automobile Liability | 605035717 | 08/16/2013 | 08/16/2014 | Combined Single Limit | $ 1,000,000 |
| | | All Owned Commercial Autos | | | | Bodily Injury (Per person) | $ |
| | X | Scheduled Autos | | | | Bodily Injury (Per accident) | $ |
| | X | Hired Autos | | | | Property Damage | $ |
| | X | Non-Owned Autos | | | | Garage Aggregate | $ |
| | | Garage Liability | | | | | |
| | | Umbrella Liability | | | | Limit | $ |
| | | Workers' Compensation and Employers' Liability | | | | Statutory | |
| | | | | | | Each Accident | $ |
| | | | | | | Disease - Each Employee | $ |
| | | | | | | Disease - Policy Limit | $ |

Description of Operations/Vehicles/Restrictions/Special items:

Hidalgo County as Additional Insured with Waiver of Subrogation....in addition it needs to be made out to rojas Heavy Equipment LLC, DBA: Rojas Construction and Paving as they are the one's under contract Delta Area Connector/ East Lateral Colonial Infrastructure Improvement

## Certificate Holder

Name & Address
- Hidalgo County
- 2812 S. Highway Bus 281
- Edinburg, TX 78539

## 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 mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

JOSE A MARTINEZ
Authorized Representative

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM**

**BID OPENING DATE: December 18, 2013** | **BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: Hidalgo County-GLO Flood & Drainage Improvements Project Known as "Delta Area Connector/East Lateral" Colonia Infrastructure Improvements II Olivarez No.7 & 18 and Olivarez No. 9**

**BID NO: 6540-62-0309-5100-6200** **PROCUREMENT SPECIALIST:**

| RFB NO. | Name of Company | Bid Price | Bid Bond/ Cashier's Check |
|---|---|---|---|
| 1. | O.G. Construction Co., LLC | $315,675.00 | BB Included |
| 2. | REIM Construction, Inc. | $443,082.20 | BB Included |
| 3. | GO Underground, LLC | $449,122.00 | BB Included |
| 4. | Rojas Construction & Paving, LLC | $252,442.00 | BB Included |
| 5. | Jimmy Closner & Sons Constr. Co., Inc. | $371,112.00 | BB Included |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/21/2014

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
Quirk & Company
P.O. Box 792030
San Antonio, TX 78279

www.quirkco.com

CONTACT NAME:
PHONE (A/C, No, Ext): 210.342.9421 FAX (A/C, No): 210.340.4075
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Essex Insurance Company | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Rojas Heavy Equipment LLC ;
DBA Rojas Construction & Paving.
240 Frontage Rd
Alamo TX 78516

COVERAGES CERTIFICATE NUMBER: 19006113 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 | | | 3DP3376 | 11/28/2013 | 11/28/2014 | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | [ ] CLAIMS-MADE [✓] OCCUR | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | [✓] POLICY [ ] PRO-JECT [ ] LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | | | | | | | | $ |
| A | [ ] UMBRELLA LIAB [✓] OCCUR | | | MAPXS00001176 | 11/28/2013 | 11/28/2014 | EACH OCCURRENCE | $ 1,000,000 |
| | [✓] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ 1,000,000 |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| | | | | | | | | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | [ ] WC STATU-TORY LIMITS [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project :Delta Area Connector/ East Lateral Colonia Infrastructure Improvements

CERTIFICATE HOLDER

Hidalgo County
2812 S Highway Bus. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Quirk

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ROJAHEA-02 RARELLANO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2014

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: | |
|---|---|---|
| Smith-Reagan & Associates Inc<br>148 N Sam Houston<br>San Benito, TX 78586 | PHONE (A/C, No, Ext): (956) 399-1353 | FAX (A/C, No): (956) 399-2185 |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Texas Mutual Insurance Company | 0060 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED

Rojas Heavy Equipment LLC
240 Frontage Rd
Alamo, TX 78516

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (PER ACCIDENT) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | TSF-0001245125 | 11/20/2013 | 11/20/2014 | X WC STATU-TORY LIMITS ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Delta Area Connector / East Lateral Colonial Infrastructure Improvements

CERTIFICATE HOLDER

Hidalgo County
2812 S Highway Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David B Smith

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# CONSTRUCTION CONTRACT

This Agreement entered into this **11th Day of February, 2014** 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 **Rojas Construction (a corporation)** (a partnership) (an individual) of **Alamo ,** 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:** | **GLO FLOOD & DRAINAGE IMPROVEMENTS PROJECT KNOWN AS "DELTA AREA CONNECTOR/ EAST LATERAL" COLONIA INFRASTRUCTURE IMPROVEMENTS II OLIVAREZ #7, OLIVAREZ #9, AND OLIVAREZ #18** |
| **PROJECT No.:** | **6540-60-0309-5100-6200** |
| **PROJECT DESCRIPTION:** | **FLOOD & DRAINAGE IMPROVEMENTS** |

heinafter called the project, for the sum of **($252,442.00) – Two Hundred fifty two thousand four hundred and forty two 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 **Quintanilla, Headley & Associates** 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 **(240) Two hundred forty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($300.00) Three 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
Name of Firm

Name of Firm:_____

Address: _____
_____

Federal I.D./S.S.:_____

**STATE OF TEXAS** '
'
**COUNTY OF HIDALGO** '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a 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: July 12, 2012**

**AI-42945** **Urban County 15. C.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Amanda V. Flores **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

Urban County Program, on behalf of Precinct No.1 is requesting consideration and action to award and enter into a construction contract with Vanguard Engineering, LLC (lowest responsible bidder meeting all specifications and Section 3 federal regulations under 24 CFR Part 135) for the Texas General Land Office Round 2.1 (GLO Contract No. 12-406-000-6453/DRS210068) in the amount of $450,635.00. The project consists of flood & drainage improvements within Precinct No.1, Hidalgo County for the Delta Area Connector/ East Lateral Colonia Infrastructure Improvements for Acre Tract, Chapa North and Chapa South Subdivisions.

### BACKGROUND

Bids were requested and received for Precinct No.1 Flood and Drainage Improvements. SAM Engineering and Surveying, Inc prepared specification packages. Bids were opened at Hidalgo County Purchasing Department on November 20, 2013. After review, the project engineer confirmed that Sanco General Contracting of Mission submitted the lowest bid in the amount of $356,216.00 but have submitted their request to withdraw from consideration. Vanguard Engineering is currently Section 3 Certified based on Federal Regulations under 24 CFR Part 135 and have matched the 2nd lowest bidder's amount of $450,635.00. After review, the project engineer recommended Vanguard Engineering as the lowest responsible bidder. (See attached recommendation letter from SAM Engineering and Surveying, Inc.

**Contractor**: Vanguard Engineering
**Contractor Amount**: $450,635.00

GLO Account Number: 6540-62-0309-5200-6200
Available Funds Available: $8,462,869.00

## Attachments

Agenda backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/31/2014 11:29 AM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Mary Flores Started On: 01/31/2014 10:18 AM

Final Approval Date: 02/07/2014

# CONSTRUCTION CONTRACT

This Agreement entered into this **11th Day of February, 2014** 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 **Vanguard Engineering, LLC (a corporation)** (a partnership) (an individual) of **Weslaco,** 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:** | **GLO FLOOD & DRAINAGE IMPROVEMENTS PROJECT KNOWN AS "DELTA AREA CONNECTOR/ EAST LATERAL" COLONIA INFRASTRUCTURE IMPROVEMENTS I ACRE TRACT, CHAPA NORTH, AND CHAPA SOUTH** |
| **PROJECT No.:** | **6540-60-0309-5100-6200** |
| **PROJECT DESCRIPTION:** | **FLOOD & DRAINAGE IMPROVEMENTS** |

heinafter called the project, for the sum of **($450,635.00) – Four Hundred fifty thousand six hundred and thirty five 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 **SAM Engineering and Surveying, Inc.** 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 **(120) One Hundred Twenty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($250.00) two hundred fifty 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
Name of Firm

Name of Firm:_____

Address: _____
_____

Federal I.D./S.S.:_____

**STATE OF TEXAS** '
'
**COUNTY OF HIDALGO** '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a 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: July 12, 2012**

# HIDALGO COUNTY PURCHASING DEPARTMENT
# BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM**

**BID OPENING DATE: November 20, 2013** | **BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "Pct 1 Flood Drainage Improvements for the Delta Area Connector/East Lateral Colonia Infrastructure I "Acre Tract, Chapa North, & Chapa South" GLO-12-406-000-6435/DRS210068"**

**BID NO: 6540-62-0309-5100-6200-UCP-AVF** **PROCUREMENT SPECIALIST:**

| RFB NO. | Name of Company | Total Base Bid | Acknowledged Addendum No. 1 | Acknowledged Addendum No. 2 | Bid Bond or Cashiers' Check Included |
|---|---|---|---|---|---|
| 1. | JF Trenching & Paving Construction LLC | $510,088.43 | Acknowledged | Acknowledged | Included |
| 2. | Sanco General Contracting, Inc. | $356,216.00 | Acknowledged | Acknowledged | Included |
| 3. | Texas Cordia Construction, LLC | $450,635.00 | Acknowledged | Acknowledged | Included |
| 4. | GP7 | $453,820.00 | Acknowledged | Acknowledged | Included |
| 5. | Jimmy Closner & Sons Const Co., Inc. | $598,635.00 | Acknowledged | Acknowledged | Included |
| 6. | DKIII Hornback Enterprises | $589,009.78 | Acknowledged | Acknowledged | Included |
| 7. | L&G Construction | $637,206.00 | Acknowledged | Acknowledged | Included |
| 8. | REIM Construction Inc. | $526,351.00 | Acknowledged | Acknowledged | Included |
| 9. | VG Vanguard Engineering, LLC | $461,852.00 | Acknowledged | Acknowledged | Included |

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78596

PH:956.968.8733
FAX:956.969.1417

January 30, 2014

Ms. Diana Serna, Executive Director
Urban County Program
427 E. Duranta Suite 107
Alamo, TX 78516

Dear Ms. Serna,

Precinct One has received a recommendation from SAM Engineering and Surveying, Inc, Project Engineer for the low bid of $450,635.00 by Vanguard Engineering for the GLO Flood and Drainage Improvements Project known as the "Delta Area Connector/ East Lateral" Colonia Infrastructure Improvements, Acre Tract, Chapa North and Chapa South.

Bid: 6540-62-03309-5100-6200

The Precinct concurs with the recommendation by the Engineer. Please process so that we may begin this project as soon as possible.

Please call me should you have any questions. Thank you.

Respectfully,

AC Cuellar, Jr.
Commissioner Pct. 1

www.co.hidalgo.tx.us
ac.cuellar@co.hidalgo.tx.us

**SAM** Engineering and **S**urveying, Inc.

SAMES
SAM ENGINEERING & SURVEYING INC.

Texas Reg. No. F-10602

200 South Cage Blvd, Pharr, Texas 78577, (P) 956.702.8880, (F) 956.702.8883

January 24, 2014

Diana Serna, Director
Hidalgo County Urban County Program
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

Re; Recommendation to Award Construction Contract
Hidalgo County GLO Contract #12-406-000-6453/DRS210068

Ms. Serna,
A bid opening was held on Wednesday, November 22, 2013, where nine (9) bids were received for "Delta Area Connector/ East Lateral" project (above mentioned project).

After review of the Unit Bid Pricing provided, we have prepared Bid Tabulations, and have confirmed that SANCO General Contracting of Mission, Texas has submitted the lowest bid in the amount of $356,216.00. This bid amount is approximately 25% below our estimated construction cost (Engineering Estimate), and approximately 20% below the 2nd lowest bidder. Please find attached the Bid Tabulation Sheet for your review.

After further review and in consideration of the bid prices, SANCO General Contracting has submitted a request to withdraw from consideration (see attached).

Texas Cordia Construction submitted the second Lowest Bid, in the amount of $450,635.00, and after acceptance of SANCO's withdraw request, is considered the lowest, most responsive Bidder. However, after review of the County's Section 3 Certified Preference requirements, Vanguard Engineering, LLC (as the next lowest bidder) has accepted to match the Bid amount of $450,635.00.

Based on this, we are recommending that Vanguard Engineering, LLC to be awarded the above referenced project. We have determined that Vanguard Engineering, LLC has met all requirements set forth in the Bid Notice and they have accepted the bid proposal which is within the project budget. With this is mind, please consider our recommendation that Hidalgo County award Vanguard Engineering, LLC of Weslaco, Texas the above mentioned project in the amount of $450,635.00.

Please feel free to call me at (956)-702-8880 if you have any questions, or would like to discuss this recommendation.

Respectfully Submitted,

Samuel D. Maldonado, P.E., R.P.L.S.
Principal

SANCO
General Contracting, Inc.

January 22, 2014

Mr. Samuel Maldonado, PE
Project Engineer
200 South Cage Boulevard
Pharr, Texas 78577

Re: Pct. 1 GLO Flood and Drainage Improvements Project
"Delta Area Connector/Easter Lateral" (Acre Tract, Chapa North and Chapa South) RFB: 6540-62-0309-5100-6200-UCP-AVF

Dear Mr. Maldonado:

As per our recent conversation, and in an effort to resolve any pending questions or concerns in relation to the Bid amount for the above-mentioned project, we would like to rescind and/or remove our Bid from further consideration. We hope the Hidalgo County Urban County Program accepts this and can proceed forward with the projects as required.

We are submitting this letter/correspondence to our Bonding Company and informing them that Hidalgo County will release our bid bond.

Sincerely,

SANCO GENERAL CONTRACTING, INC.

Anna Sanchez

Anna Sanchez
President

4536 N. Schuerbach Road
Mission, Texas 78574
956.583.2821 Office / 956.583.2826 Fax

*SAM E*ngineering and *S*urveying, Inc.

SAMES

Texas Reg. No. F-10602

200 South Cage Blvd, Pharr, Texas 78577, (P) 956.702.8880, (F) 956.702.8883

January 23, 2014

Victor H. Garcia
Vanguard Engineering, LLC
4019 E. Expressway 83
Weslaco, TX 78599

Re: Section 3 Certified Preference
"Delta Area Connector/ East Lateral" Colonia Infrastructure Improvements I
Acre Tract, Chapa North, and Chapa South
Bid No. 6540-62-0309-5100-6200

Mr. Garcia,
A bid opening was held on November 20, 2013, where nine bids were received for the "Delta Area Connector/ East Lateral" Colonia Infrastructure Improvements I for Acre Tract, Chapa North, and Chapa South.

After the review of the Bid Tabulations, SAMES, Inc. has confirmed that Texas Cordia Construction is the current lowest bidder in the amount of $450,635.00. Urban County has reviewed all bids submitted and Vanguard Engineering, LLC is currently Section 3 Certified as per 24 CFR Part 135. Therefore, Vanguard Engineering, LLC now has preference in matching the lowest bidder's amount ($450,635.00) for this project.

Please check one of the following:

V.G. 1-24-14 ☑ Vanguard Engineering, LLC **AGREES** to match lowest bid amount of $450,635.00, including Unit Bid Item prices.

☐ Vanguard Engineering, LLC **DOES NOT** agree to match lowest bidder amount of $450,635.00

Please feel free to call SAM Engineering and Surveying, Inc. (956) 702-8880 if you have any questions, or would like to discuss this matter.

Respectfully Submitted,

Samuel D. Maldonado, P.E., R.P.L.S.
Principal
S:\SAMESINC\ENG\ENG 2012\Eng 12.033_Hidalgo County GLO 2.1\bidding\bid opening\Vanguard_section 3 letter.doc

2465624

# CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
|---|
| Date Received |

1 **Name of person who has a business relationship with local governmental entity.**

Victor H. Garcia, Vanguard Engineering

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

Engineering - Construction Services

4

Signature of person doing business with the governmental entity — Date: 11-19-2013

Victor H. Garcia

Adopted 06/29/2007

Form **W-9**
(Rev. December 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)
Victor H. Garcia

Business name/disregarded entity name, if different from above
Vanguard Engineering

Check appropriate box for federal tax classification:
☑ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
2201 Northgate Drive

Requester's name and address (optional)

City, state, and ZIP code
Weslaco, TX 78596

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
2 6 - 2 1 6 2 2 5 7

## 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 ▶ [signature] Date ▶ 1-22-2014

## 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.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/27/2014

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
SHOWERY INSURANCE AGENCY
1321 Pecan Suite A
McAllen, TX 78501

CONTACT NAME: JOSEPH SHOWERY
PHONE (A/C, No, Ext): (956) 668-0212 FAX (A/C, No): (956) 668-0222
E-MAIL ADDRESS: AJS@showeryins.com

| INSURER(S) AFFORDING COVERAGE | NAIC# |
|---|---|
| INSURER A : PENN AMERICA | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
VANGUARD ENGINEERING GARCIA VICTOR
2201 NORTHGATE DR
WESLACO, TX 78596
9565145086

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | X | | PAC7004907 | 10/24/13 | 10/24/14 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ EXCLUDED<br>$ 2,000,000<br>$ EXCLUDED |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | WC STATU-TORY LIMITS / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ENGINEERS OR ARCHITECTS-CONSULTING -NOT ENGAGED IN ACTUAL CONSTRUCTION

CERTIFICATE HOLDER
HIDALGO COUNTY
2812 S HIGHWAY BUS 281
EDINBURG, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
A. Showery

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## UNDERWRITTEN BY:

FARMERS TEXAS COUNTY MUTUAL INSURANCE COMPANY
A COUNTY MUTUAL INSURANCE COMPANY, HEREIN CALLED THE COMPANY

# DECLARATIONS

**Transaction type:** OFFER OF RENEWAL

The Policy Period is effective as shown below and after the time for which applied. The policy may be renewed for an additional policy term, as specified in the renewal offer, each time the Company offers to renew by sending a bill for the required renewal premium, and the insured pays said premium in advance of the respective renewal date. The policy is issued in reliance upon the statements in the Declarations. We provide insurance only for those coverages indicated by a specific limit, deductible or other notation and for which a premium for the coverage is shown.

**Insured's name and address:**
VICTOR GARCIA
4019 E EXPRESSWAY 83
WESLACO TX 78596-1113

Policy number: 19 04406-06-68
Policy edition: 14TH
Effective date: 11-20-2013
Expiration date: 05-20-2014
Expiration time: 12:01 A.M. Standard Time
Account number: P539939347

**Issuing office:**
15700 Long Vista Dr
Austin, TX 78728

Agent: AZIZ J. SHOWERY
Agent no: 19 40 346 Agent phone: (956) 668-0212

**Description of vehicle**

| Veh. | Year | Make | Model | Vehicle Identification Number |
|---|---|---|---|---|
| 1 | 2007 | FORD TRUCK | F150 CREW C PU 4X4 SUPER | 1FTPW14V27KC97571 |
| 2 | 2012 | DODGE TRUCK | DURANGO 4D 4X2 CREW | 1C4RDHDG4CC153534 |
| 3 | **** | ********** | ********** | ********** |

**COVERAGES** * ENTRIES IN THOUSANDS OF DOLLARS.

| Coverage | Limits/Deductible | | PREMIUMS Vehicle 1 | Vehicle 2 | |
|---|---|---|---|---|---|
| Liability<br>Bodily Injury<br>Property Damage | Each Person*<br>30 | Each Accident*<br>60<br>25 | $ 78.00<br>$ 57.00 | $ 88.00<br>$ 70.00 | |
| Medical/PIP | 2,500 | PIP | $ 29.00 | $ 37.00 | |
| Other Than Collision Deductible | Vehicle 1 | 500 DEDUCTIBLE | $ 84.00 | | |
| | Vehicle 2 | 500 DEDUCTIBLE | | $ 136.00 | |
| Collision Deductible | Vehicle 1 | 500 DEDUCTIBLE | $ 83.00 | | |
| | Vehicle 2 | 500 DEDUCTIBLE | | $ 106.00 | |
| UNINSURED/UNDERINSURED MOTORIST - Bodily Injury | Each Person*<br>30 | Each Accident*<br>60 | $ 18.00 | $ 29.00 | |
| UNINSURED/ UNDERINSURED MOTORIST Property Damage | | Each Accident*<br>25<br>$250 Ded. | $ 16.00 | $ 19.00 | |
| Towing and Labor Costs Per Disablement | Vehicle 1 $ 120 | | $ 4.00 | | |
| | Vehicle 2 $ 120 | | | $ 4.00 | |
| | $ | | | | |
| Other | | | $ 46.00 | | |
| | | Premium Per Vehicle | $ 415.00 | $ 489.00 | |
| Total Fees for this Transaction | $ 2.00 | Total Fees Per Vehicle | $ 1.00 | $ 1.00 | |
| | | Total Policy Premium | $ 904.00 | | |

**AI-42874** **Urban County 15. D.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Irene Montoya **Submitted By:** Mary Flores, URBAN COUNTY

**Department:** URBAN COUNTY

## Information

### CAPTION

The Urban County Program is requesting the award of a bid and approval of a contract under the Owner-Occupied Rehabilitation Program for the following:

1. (1) Unit in the City of Edcouch for rehabilitation in the amount of $ 27,750.00 to ARGO Construction.

### BACKGROUND

The applicant was approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on August 13, 2013. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, December 18, 2013.

FY'11 Rehab Prog.
Funds Available: $219,271.08

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By Steve Crain
Date: June 19, 2013

## Attachments

Argo
Plans
Time Table
bid tab
Rehab Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/28/2014 03:29 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Mary Flores Started On: 01/28/2014 02:30 PM

Final Approval Date: 02/07/2014

# INSURANCE BINDER

DATE (MM/DD/YYYY): 01/28/2014

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

| | |
|---|---|
| AGENCY<br>GARZA INSURANCE AGENCY<br>414 E Main St<br>Rio Grande City TX 78582-4446 | COMPANY<br>ESSEX INSURANCE COMPANY<br>BINDER # |
| PHONE (A/C, No, Ext): (956) 487-5555 FAX (A/C, No): (956) 487-5421 | EFFECTIVE DATE: 11/07/2013 TIME: AM / PM<br>EXPIRATION DATE: 11/07/2014 TIME: 12:01 AM / NOON |
| CODE: SUB CODE: | ☐ THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: |
| AGENCY CUSTOMER ID: 4378378 | DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)<br>814 CIMARRON DR.<br>MISSION, TX 78572 |
| INSURED<br>ARGO CONSTRUCTION<br>ARNOLDO GONZALEZ<br>814 CIMARRON DR<br>MISSION TX 78572-7410 | |

## COVERAGES

| TYPE OF INSURANCE | COVERAGE/FORMS | LIMITS: DEDUCTIBLE | COINS % | AMOUNT |
|---|---|---|---|---|
| PROPERTY CAUSES OF LOSS ☐ BASIC ☐ BROAD ☐ SPEC | | | | |
| GENERAL LIABILITY<br>☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☒ OCCUR | ESSEX INSURANCE COMPANY<br>POLICY # 3DQ7137<br>RETRO DATE FOR CLAIMS MADE: | EACH OCCURRENCE | | $ 300,000 |
| | | DAMAGE TO RENTED PREMISES | | $ 100,000 |
| | | MED EXP (Any one person) | | $ 5,000 |
| | | PERSONAL & ADV INJURY | | $ 500,000 |
| | | GENERAL AGGREGATE | | $ 500,000 |
| | | PRODUCTS - COMP/OP AGG | | $ 500,000 |
| VEHICLE LIABILITY<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | COMBINED SINGLE LIMIT | | $ |
| | | BODILY INJURY (Per person) | | $ |
| | | BODILY INJURY (Per accident) | | $ |
| | | PROPERTY DAMAGE | | $ |
| | | MEDICAL PAYMENTS | | $ |
| | | PERSONAL INJURY PROT | | $ |
| | | UNINSURED MOTORIST | | $ |
| | | | | $ |
| VEHICLE PHYSICAL DAMAGE DED<br>☐ COLLISION:<br>☐ OTHER THAN COL: | ☐ ALL VEHICLES ☐ SCHEDULED VEHICLES | ☐ ACTUAL CASH VALUE<br>☐ STATED AMOUNT | | $ |
| GARAGE LIABILITY<br>☐ ANY AUTO | | AUTO ONLY - EA ACCIDENT | | $ |
| | | OTHER THAN AUTO ONLY: EACH ACCIDENT | | $ |
| | | AGGREGATE | | $ |
| EXCESS LIABILITY<br>☐ UMBRELLA FORM<br>☐ OTHER THAN UMBRELLA FORM | RETRO DATE FOR CLAIMS MADE: | EACH OCCURRENCE | | $ |
| | | AGGREGATE | | $ |
| | | SELF-INSURED RETENTION | | $ |
| WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY | | ☐ WC STATUTORY LIMITS | | |
| | | E.L. EACH ACCIDENT | | $ |
| | | E.L. DISEASE - EA EMPLOYEE | | $ |
| | | E.L. DISEASE - POLICY LIMIT | | $ |
| SPECIAL CONDITIONS / OTHER COVERAGES | | FEES | | $ |
| | | TAXES | | $ |
| | | ESTIMATED TOTAL PREMIUM | | $ |

## NAME & ADDRESS

HIDALGO COUNTY
URBAN COUNTY PROGRAM
427 E DUKANTA STE 107
ALAMO, TX 78516

☐ MORTGAGEE ☐ LOSS PAYEE ☒ ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE


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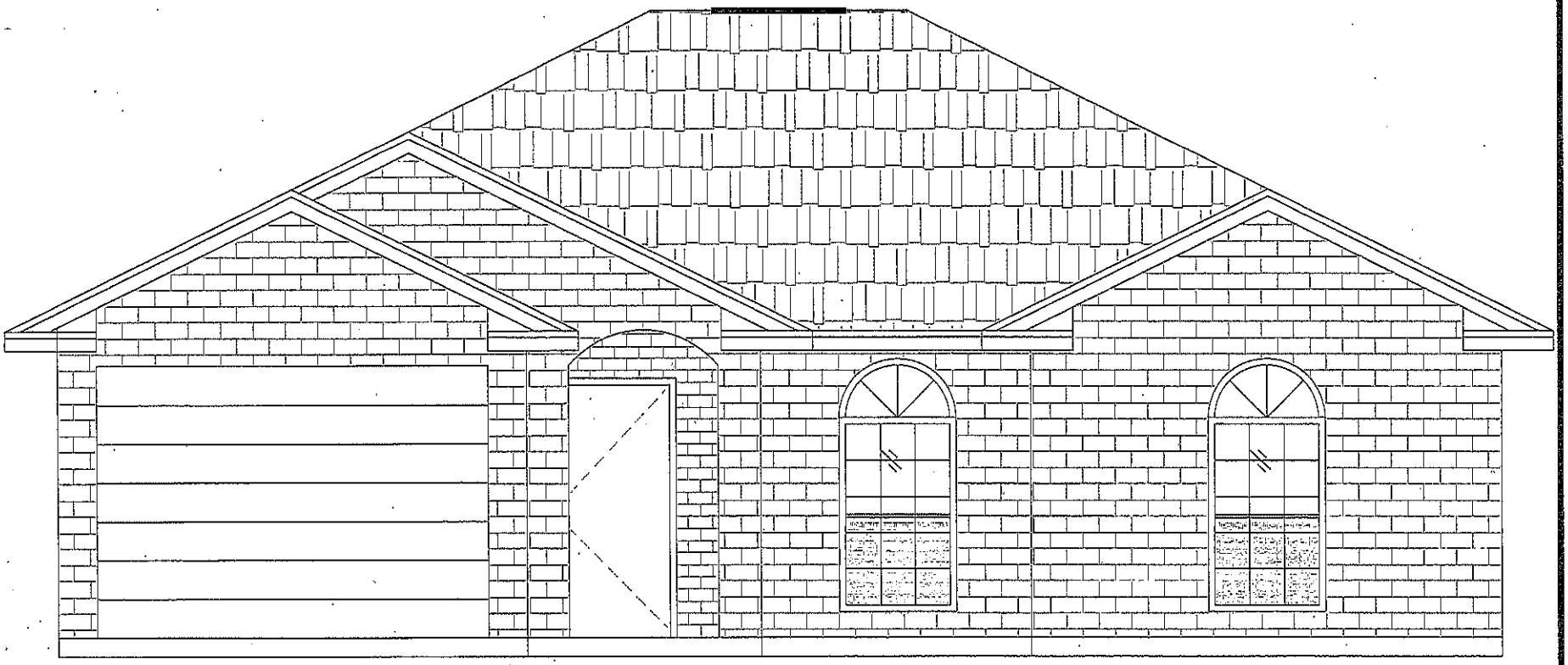
# OKDIE RESIDENCE



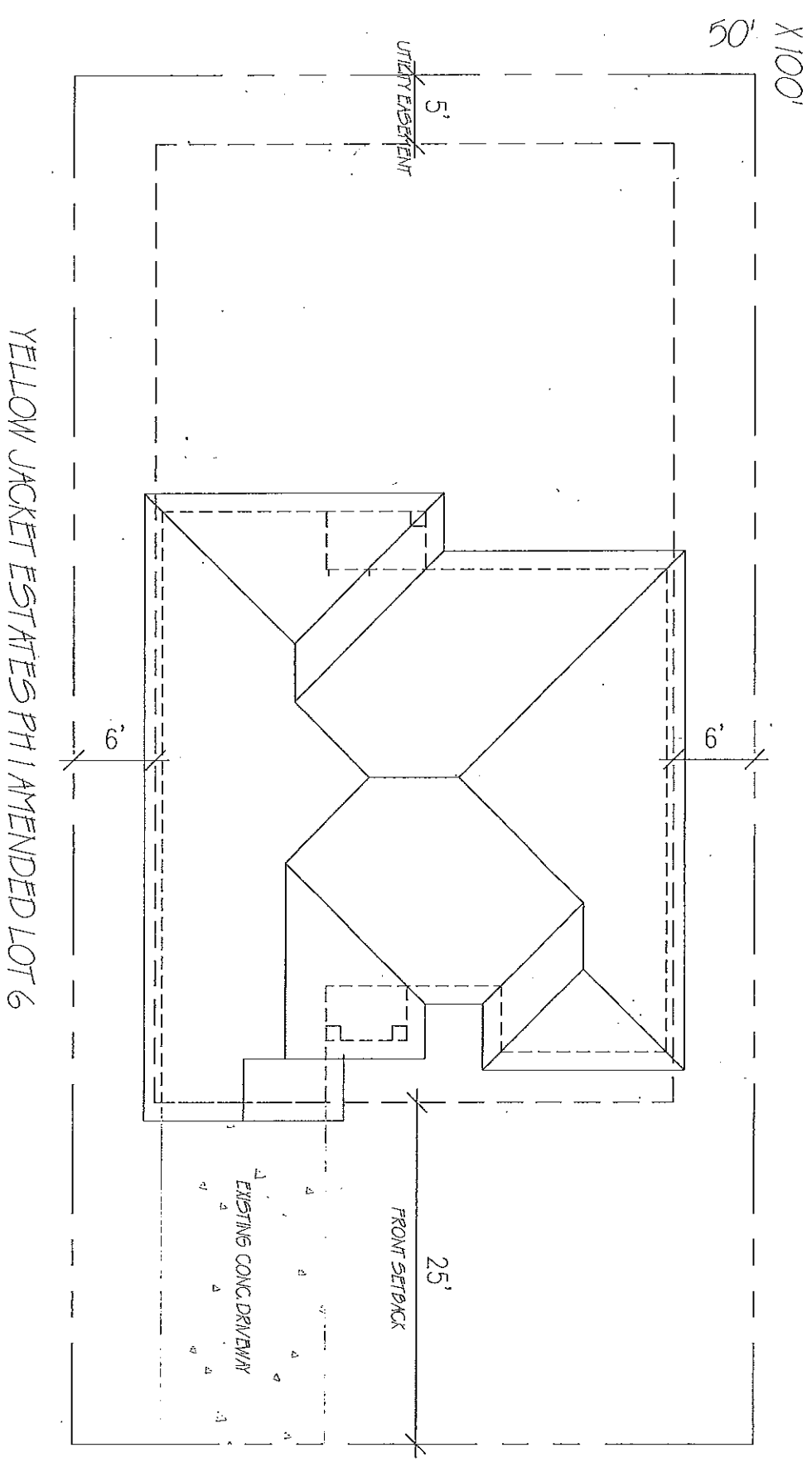
DION OKDIE
911 Anabelle. St.–Edcouch
956–463–0475

URBAN COUNTY PROGRAM
3304 W. Alberta – Edinburg
(956) 787–8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

DION OKDIE – PROPERTY PLAN
911–ANNABELLE ST – EDCOUCH

TOTAL AREA
1392 SQ. FT.




911 Annabelle St

URBAN COUNTY PROGRAM

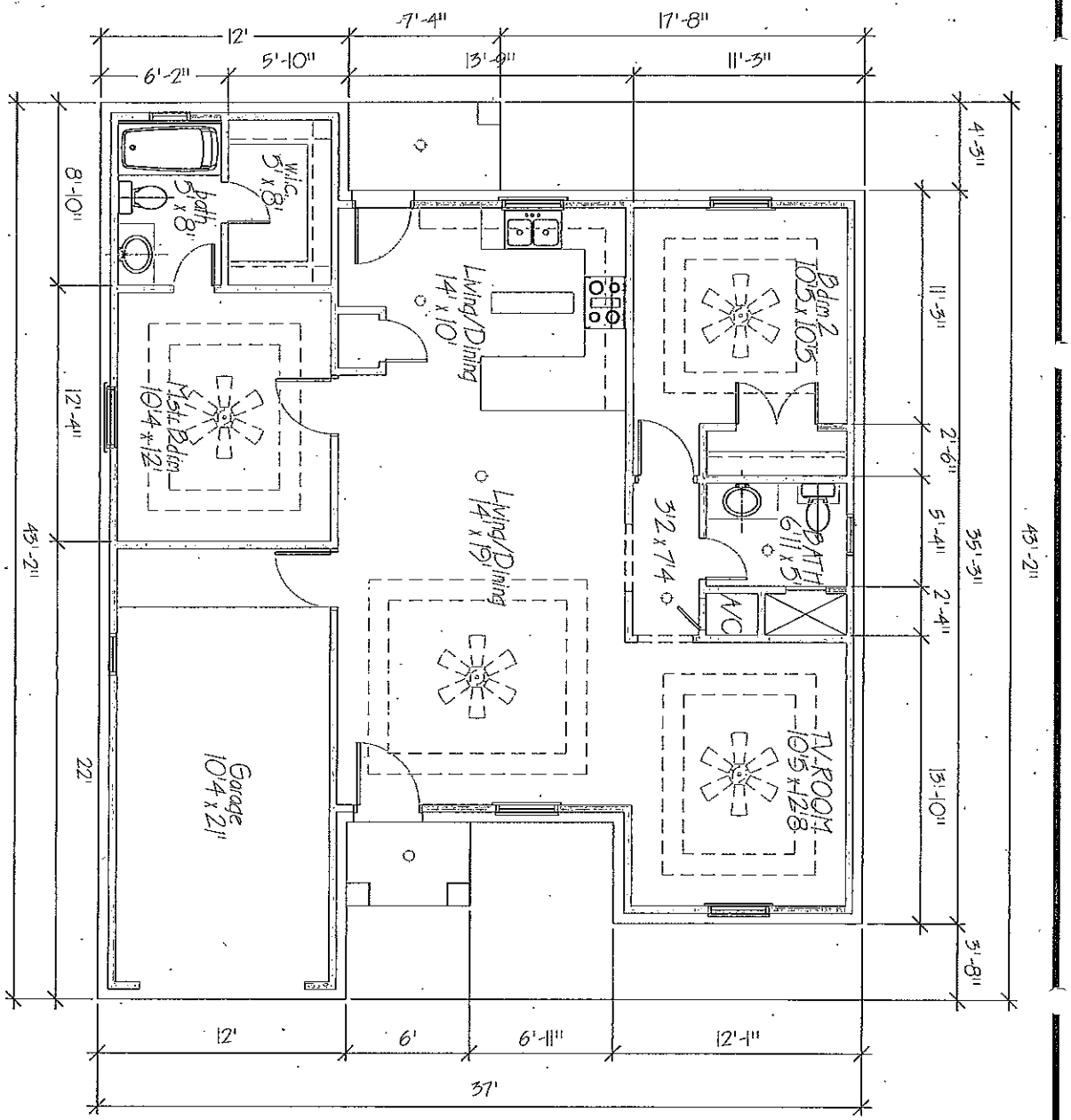
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM



DION OKDIE - PROPERTY PLAN

911-ANNABELLE ST - EDCOUCH

LIVING AREA
1392 SQ. FT.




--PLEASE NOTE THAT ALL DIMENSIONS ARE BASED ON AN ESTIMATION AND ARE NOT PRECISE.

URBAN COUNTY PROGRAM

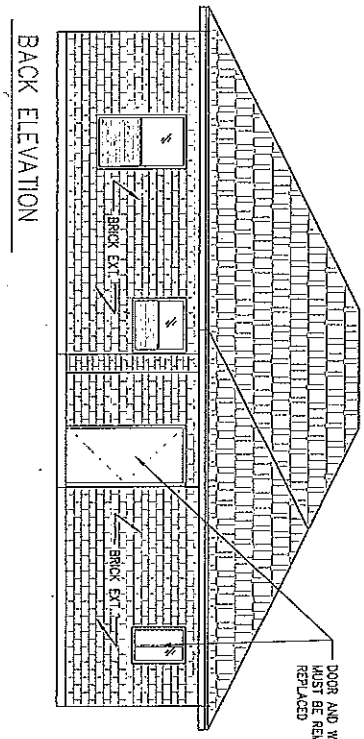
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

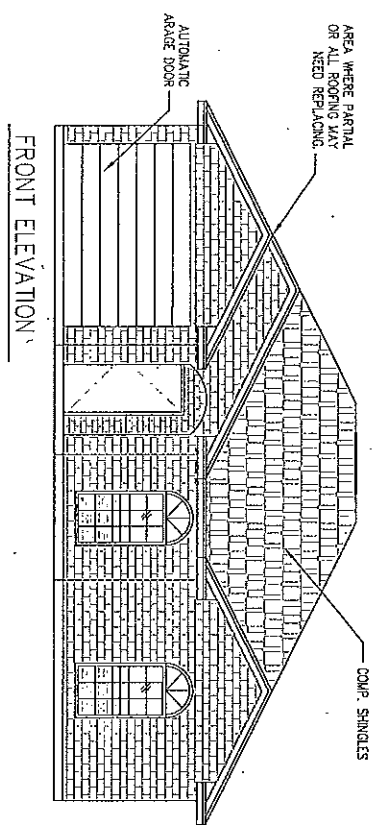
PAGE 3

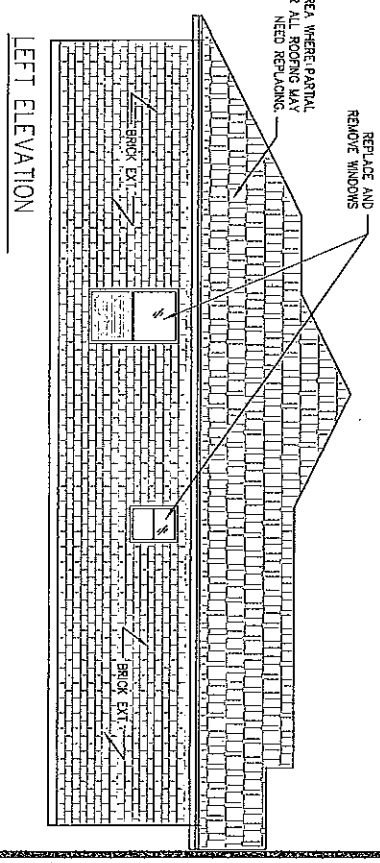
DION OKDIE - EXISTING FLOORPLAN

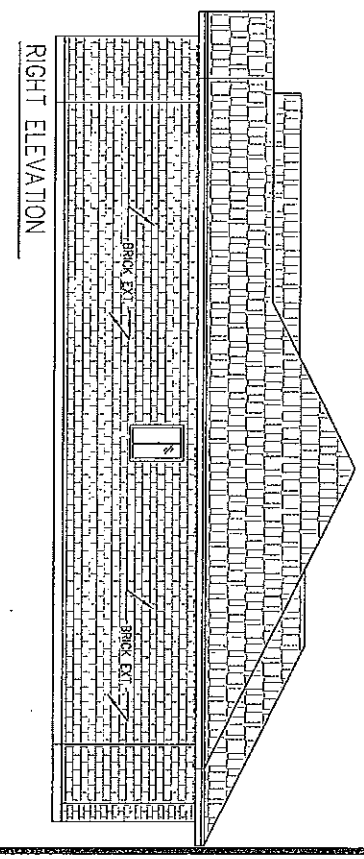
911-ANNABELLE ST - EDCOUCH

LIVING AREA
1392 SQ. FT.




URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PAGE 4

DION OKDIE - PROPERTY PLAN
911-ANNABELLE ST - EDCOUCH

TOTAL AREA
1039 SQ. FT.

TIME TABLE

| ACTIVITY | DATE(S) |
|---|---|
| Contract Signing | February 5, 2014 |
| Demolition | February 15, 2014 |
| Construction Start | February 17, 2014 |
| Anticipated Draws | After 50% construction completion<br>After 100% construction completion<br>30 days after construction completion |
| End Construction | May 16, 2014 |

BUDGET

| | **Total Cost** |
|---|---|
| Pre-Development | $ 0.00 |
| Acquisition | $ 0.00 |
| Demolition | $ N/A |
| Construction | $ 27,750.00 |
| Other Costs: | $ 0.00 |
| **TOTAL PROJECT COSTS** | $ 27,750.00 |

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: December 18, 2013 Bid Opening Time: 9:30 am

Description of Bid: Rehabilitation of one (1) Unit in the city Edcouch

Grant #: M-11-UC-48-0501-MG

**ARGO CONSTRUCTION, LLC**

| | UNITS | TOTAL BID AMOUNT | BID BOND/CASHIER'S CHECK INCLUDED |
|---|---|---|---|
| 1 | D. OKDIE | $27,750.00 | BB INCLUDED |

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

# CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **February 11, 2014**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Dion Okdie**

BORROWER'S ADDRESS:

**911 Annabelle St.**
**Elsa, Texas 78543**

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
3304 W. Alberta Rd.,
Edinburg, TX 78539

CONTRACTOR: **Arnold Gonzalez, ARGO CONTRACTORS**

CONTRACTOR'S ADDRESS:

**814 Cimarron Dr.**
**Mission, TX 78572**

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$27,750.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$27,750.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$27,750.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth ($15^{th}$) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building codes and ordinances, in

which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

**RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE**

**This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If**

**requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.**

**BORROWER:**

_____

**Dion Okdie**

**YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.**

**LENDER:**

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

**CONTRACTOR:**

_____

By: **Arnold Gonzalez**
Its: **ARGO CONTRACTORS**

**APPROVED AS TO FORM**
**Atlas & Hall, L.L.P.**
**By: Steve Crain**
**Date: June 19, 2013**

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this **11th** day of **February 2014**, by **Dion Okdie.**

_____
NOTARY PUBLIC, STATE OF TEXAS

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

This instrument was acknowledged before me on this **11th** day of **February 2014**, by **Arnold Gonzalez, Owner of the ARGO CONTRACTORS,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

**YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.**

**IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.**

**IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.**

**IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.**

**TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO ARNOLD GONZALEZ, ARGO CONTRACTOR, AT 814 CIMARRON DR., MISSION TX 78572 NOT LATER THAN MIDNIGHT OF FEBRUARY 13, 2014.**

---

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

**OWNER:**

_____

**Dion Okdie**

**EXHIBIT "A"**
**LEGAL DESCRIPTION OF THE PROPERTY**

**Lot 6, Yellow Jacket Estates, Phase I, an addition to the City of Elsa, Hidalgo County Texas.**

**EXHIBIT "B"**
**PLANS AND SPECIFICATIONS,**
**TIMETABLE**
**AND**
**BUDGET**

**EXHIBIT "C"**
**SPECIAL CONDITIONS**

**None.**

**AI-42747** **Purchasing Department 24. B. 2.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Comm. AC Cuellar, Pct. #1 **Submitted By:** Sandy Suarez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Presentation of sole responsible, lowest and best bid received as detailed in tabulation sheet contained herein and meeting all specifications and/or requirements for the purpose of award with approval of contract for Request for Sealed Quotes (as yearly amount purchased does not exceed statutory bid limit) titled: Waste Water Management System" through project No.: 2014-015-01-10-SGS.

### BACKGROUND

1. Current contract will expire on: March 30, 2014
2. New contract will commence on: March 31, 2014
3. Contract document was reviewed and approved by Legal Counsel as to form.

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-452-00-121-013-0-350

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

**BUDGETARY IMPACT:**

Available balance as of 2-4-14 $16,741.56

Additional funding, pending approval of AI#43022 2-11-14

## Attachments

Recommendation, Tab, Participation,-contract etc.

Expenditure 2013 -Commodity 989-91 Waste Sampling & Analysis Serv.

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 01/29/2014 04:33 PM |
| Budget & Management | Debbie Tamez | 01/30/2014 10:13 AM |
| Manuel Chapa | Manuel Chapa | 02/07/2014 08:44 AM |
| Auditor's Office | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Sandy Suarez Started On: 01/17/2014 02:59 PM

Final Approval Date: 02/07/2014

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

(Department's Recommendation)

**To:** **Hon. A.C. Cuellar, Commissioner**
Hidalgo County Precinct No. 1

**ATTN:** Katia Garcia

**From:** Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

**Date:** January 10, 2014

**Re:** RFSQ No. 2014-015-01-10-SGS-Recommenation/Concurrence for Hidalgo County Precinct No. 1-"Waste Water Management System"

We have received one **(1) response** for 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 submit your response no later than **Friday, January 17, 2014 @ 11:00 a.m.** to be able to present to the next proposed Commissioner's Court meeting on **Februrary 07, 2014.** Reply to the Purchasing Department **via email to: sandy.suarez@co.hidalgo.tx.us. or via fax to (956)-292-7612.**

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.

**Please indicate your recommendation and/or concerns on the space provided below:**

| AWARD TO VENDOR(S): | RECOMMENDATION (BASIS) |
|---|---|
| 1. Agustin Gomez | sole bidder |
| 2. | |
| 3. | |

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 4-1100-452-00121-013-0350

| AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | Raul Lozano | Pct. 1 | 1/13/14 |

Enclosures

# HIDALGO COUNTY PURCHASING DEPARTMENT
# QUOTE TABULATION SHEET

| | |
|---|---|
| DEPARTMENT NAME: HIDALGO COUNTY PRECINCT #1 | |
| QUOTE OPENING DATE: January 10, 2014 | QUOTE OPENING TIME: 9:30 A.M. |
| DESCRIPTION OF QUOTE: “WASTE WATER MANAGEMENT SYSTEM” | |
| RFSQ NO: 2014-015-01-10-SGS | |

| QUOTE # | SOLE PARTICIPANT | COST PER MONTH |
|---|---|---|
| | Agustin Gomez<br>DBA/Waste Water Services | $1795.83 |

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING RFSQ LOG**
**SPECIFICATIONS/RFSQ PACKETS**
**RFB-RFP-RFQ-RFSQ**

**RFSQ OPENING DATE: January 10, 2014** **RFSQ OPENING TIME: 3:30 P.M.**
**DEPARTMENT/QUOTE DESCRIPTION: HIDALGO COUNTY- PCT. 1 "WASTE WATER MANAGEMENT SYSTEM"**
**RFSQ NO.: 2014-015-01-10- SGS**

| NAME OF VENDOR: COMPANY/FIRM | RFSQ REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | PHYSICAL ADDRESS, PHONE No., FAX No. and E-MAIL ADDRESS |
|---|---|---|---|---|
| Agustin Waste Water Services<br>Attn: Agustin Gomez | Via email | Augie21gomez@yahoo.com<br>SGS | 2-16-11 | 209 W. Holy Innocent Dr.<br>PO Box 1012<br>Elsa, Texas 78543<br>Ph: 956-369-1892<br>Cell: 956-472-6532 |
| Guadalupe Garcia Sr. | Vie email | bigfootgarica@hotmail.com<br>SGS | 02-16-11 | PO Box 462<br>Edcouch Texas 78548 |
| Reynaldo Palomo | Via email | rpalomo@mcallen.net<br>SGS | 02-16-11 | 2409 S. 27th St<br>McAllen, Texas 78501 |
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**Zimbra** **cris.ayala@co.hidalgo.tx.us**

## Fwd: TCEQ- Waste Water Management

**From :** Martha Salazar <martha.salazar@co.hidalgo.tx.us> Fri, Dec 13, 2013 10:15 AM
**Subject :** Fwd: TCEQ- Waste Water Management
**To :** Cris Ayala <cris.ayala@co.hidalgo.tx.us>

Merry Christmas!!!

---

**From:** "Steve Crain" <scrain@atlashall.com>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Friday, December 13, 2013 7:25:50 AM
**Subject:** RE: TCEQ- Waste Water Management

The agreement is fine.

---

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Thursday, December 12, 2013 5:08 PM
**To:** Steve Crain
**Cc:** Cris Ayala
**Subject:** Fwd: TCEQ- Waste Water Management

Changes made. Please review and comment as to form.
Thanks,
Marty

---

**From:** "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**Sent:** Thursday, December 12, 2013 4:57:00 PM
**Subject:** Fwd: TCEQ- Waste Water Management

Ms. Marty,
Made changes as recommended. Please forward for legals review.

Thank you,
Cris

---

**From:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
**To:** "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
**Sent:** Thursday, December 12, 2013 9:56:57 AM
**Subject:** Fwd: TCEQ- Waste Water Management

**STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

## CONSULTING SERVICES AGREEMENT
## C-14-015-02-04

**THIS CONSULTING SERVICES AGREEMENT** (the "Agreement") is made this **31st** day of **March, 2014**, by and between, HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas ("County"), and **Agustin Gomez, d/b/a Gomez Wastewater Services** ("Operator");

**Whereas,** County is required to achieve and maintain compliance with the requirements of the Texas Commission on Environmental Quality ("**TCEQ**") with respect to testing of the sanitary sewer treatment facility at Delta Lake Park, (the "Facility");

**Whereas,** to insure that the standards of the TCEQ are met, it will be necessary for County to secure the assistance of a holder of a wastewater treatment plant operator's certificate, issued by **TCEQ**;

**Whereas,** Operator possesses particular experience and expertise in the areas relating to compliance with **TCEQ** compliance, and possesses a Class A Wastewater Treatment Plant Operator's License, and

**Whereas,** County wishes to engage the services of Operator to assist County in securing and maintaining compliance with **TCEQ** regulations.

**NOW, THEREFORE, 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. Operator represents and warrants to County that he has experience and expertise in the field of compliance with **TCEQ** regulations, as the same relate to County's operations of the Facility, and that he is the current holder of a Class A Wastewater Treatment Plant Operator's Certificate issued by **TCEQ**, as further described in Exhibit "D" which is attached hereto and incorporated herein by reference for all purposes. In the event of the lapse, revocation or other termination of such license, this Agreement shall automatically terminate and be of no further force and effect. The fact of any such lapse, revocation or other termination of Operator's Class A Wastewater Treatment Plant Operator's Certification shall be immediately reported by Operator to the Hidalgo County Precinct No.1 Commissioner, and to the Hidalgo County Judge.

2. Operator shall assist County in its compliance with TCEQ regulations as same relate to the Facility located within Delta Lake Park and in the preparation of all reports and proposals which are necessary to assure that County is in compliance with **TCEQ** regulations.

3. Operator shall present monthly reports, in person to the Hidalgo County Precinct No.1 Commissioner relating to compliance with TCEQ regulations with respect to the Facility located within Delta Lake Park under the provisions hereof and relating to the actions necessary by

County in order to be in compliance with **TCEQ** regulations.

4. Operator shall submit monthly written invoices, describing in detail satisfactory to County, the services provided during the preceding month, under the terms of this Agreement. Upon receipt and approval of such invoices, they will be submitted for payment by the County. Compensation for the services herein described shall be **$1,795.83** monthly, as further described in Exhibit "B" which is attached hereto and incorporated herein by reference for all purposes.

5. Operator at all times, will act as an independent contractor and will not act or hold itself out to third parties as an employee or agent of County in the prevision of consulting services under the terms of this Agreement. County will not withhold income tax or FICA tax on behalf of Operator or any of his partners, employees, subcontractors or agents. In addition, none of the foregoing shall have any claim under this Agreement or otherwise against County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, civil service benefits, or employee benefits of any kind. Operator will have the exclusive responsibility for the payment or provision of all such taxes and benefits and arrangement for all insurance coverages for its employees, agents, officers or partners, and shall discharge such obligations fully.

6. Operator shall incur no financial obligation or any other obligation on behalf of County without prior written approval of the Commissioners' Court. Operator will be responsible for all personal and professional expenses incurred by Operator.

7. Operator will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgements, settlements, court costs and attorneys fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligations undertaken or any covenant this Agreement, whether such act, omissions or failure was Operator or that of any person providing services hereunder by or through Operator upon written notice from County, Operator will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action. Operator will carry proper insurance with County named as an additional named insured to the extent such is reasonably available.

If to County:

**The County Of Hidalgo**
**County Judge Ramon Garcia**
**302 W. University Drive**
**Edinburg, Texas 78539**

If to Operator:

**Agustin Gomez**
**d/b/a Gomez Wastewater Services**
**PO Box 1012**
**Elsa, Texas 78543**

Each notice, demand, request or Communication which shall be delivered or mailed in the matter 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 personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

**8.** This Agreement will be for a period of one (1) year commencing on **March 31, 2014** and ending on **March 30, 2015** with the County's option to renew for an additional two (2) one (1) year periods, under the same rates, terms and conditions and with the County's sole discretion to extend this Agreement for an additional sixty (60) day grace period at the end of the term or any renewal term for unforseen delays in the award of the new bid and contingent upon cost to remain unchanged. This Contract may be terminated by County with or without cause on thirty (30) days written notice to Operator**.**

9. Following the expiration or termination of this Agreement, Operator agrees to do nothing that may interfere with a County contract or in the operation of the Program.

**Miscellaneous Provisions**.

10.01 **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive, or judicial regulation, order or decree, or amended thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

10.02 **No Waiver**. No Waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

10.03 **Entire Agreement**. This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Operator and not otherwise.

10.04 **Texas Law to Apply**. This Agreement shall be construed under any 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.

10.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written

receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addressed as may have been therefore specified by written notice delivered in accordance herewith:

10.06 **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.

10.07 **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.

10.08 **Assignment**. This Agreement shall not be assignable by either party hereto.

10.09 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provisions or paragraph hereof.

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

10.11 **Insurance.** 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 coverages and in the amounts described on Exhibit “C” attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage

10.12 **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Operator. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

**EXECUTED** effective as of the day and year first written above.

**HIDALGO COUNTY, TEXAS**

By:_____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

Operator: **Gomez Wastewater Services**

By:_____

Printed Name:_____

Title: _____

Approved on Commissioners' Court:_____

**APPROVED AS TO FORM**
Atlas, Hall and Rodriguez, L.L.P.

By:_____
Stephen L. Crain

# EXHIBIT “A”

## REQUEST FOR QUOTES (RFSQ)
## SPECIFICATIONS/REQUIREMENTS

QUOTE DUE DATE: January 10, 2014

## I. OVERVIEW:

Hidalgo County Precinct No. 1 is currently soliciting sealed quotes from certified waste water operators with a Class "A" license issued by the T.C.E.Q (Texas Commission of Environmental Quality).,for "Waste Water Management System". The awarded vendor will service, maintain and monitor the operation waste water facility at Delta Lake Park.

## II. SCOPE OF SERVICES:

The scope of work required to be performed by the operator is keeping the facility in compliance thru constant monitoring and collecting the required samples as permitted by the issued permit consisting of a daily, weekly, monthly and quarterly samples and analyzed as per the permit requirements. Awarded vendor will also need to assist the Precinct with the renewal of permit (when applicable) in accordance to T.C.E.Q. (Texas Commission of Environmental Quality).

## III. REQUIREMENTS:

1. Be Class "A" certified and must submit copies of certifications.
2. Have knowledge of the current rules and regulations in accordance with applicable T.C.E.Q. and EPA (Environmental Protection Agency) requirements.
3. Inspects the facility five days out of the seven day week accordingly to T.C.E.Q. and collect the facility data such as flows, dissolved oxygen levels, PH, chlorine residuals.
4. Maintain a record of all inspections and collections and keep a log in its maintenance requirements.
5. Must also visually check the pumps and its control and blower system on a daily basis
6. Observe safety practices at all times
7. Prepare weekly samples for analysis such as BOD, TSS, NH3, E-COLI and have knowledge of each analysis
8. Awarded vendor must provide all necessary equipment, tools and/or any other materials

required to perform services.

9. **Provide monthly reports** to Hidalgo County Precinct No. 1. Commissioner

10. Keep facility in T.C.E.Q. compliance at all times

11. Test water samples gathered from the facility must be sent to a state certified laboratory.

12. Laboratory must be approved by NELAC-Institute (National Environmental Laboratory Accreditation Conference).

13. In addition to the above samples, one yearly sample will be collected and analyzed for a complete water analysis Toxicity Characteristic Leaching Procedure (TCLP) Test.

## IV. QUOTES MUST HAVE:

The vendor **must include** a brief summary or overview of the services to be provided including:

1. The number of staff to be involved in the project.
2. An overview of the services being requested.

## V. TERMS AND CONDITIONS:

1. The contract term shall be for an initial period of one (1) year with County's option to renew for two (2) additional, one (1) year terms, under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for a sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

3. If at any time it appears that Hidalgo County Precinct No. 1 will exceed $50,000.00 within the fiscal year, all service(s) will be suspended until a contract is obtained through the Hidalgo County bidding process.

4. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.

5. Any contract awarded to a successful bidder will be in effect until;
   A.) The contract expires
   B.) Delivery acceptance of products and/or performance of services ordered, or
   C.) Terminated by County with thirty (30) day's written notice prior to be cancellation

6. Hidalgo County reserves the right reject any/all request for sealed quotes and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most valuable to Hidalgo County.

7. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

8. Hidalgo County reserves the right to hold the quote for a period of ninety (90) days without taking any action.

9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded vendor.

## VI. QUOTE DEADLINE:

**Deadline for quote submission is Wednesday, January 10, 2014 at 9:30 A.M.**
One (1) original and three (3) copies of the sealed quote shall be addressed to:

Martha L. Salazar, CPPB/Purchasing Agent
Attn: Sandy Suarez
Hidalgo County Purchasing Department
New Administration Building
2802 S, Business Hwy. 281
Edinburg, Texas 78539
RFSQ No.: 2014-015-00-00-SGS

## VII. ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Martha Salazar, Attn: Sandy Suarez, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or VIA E-MAIL** to: sandy.suarez@co.hidalgo.tx.us by no later than, **Friday, January 03, 2013 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via email by no later than **Tuesday, January 07, 2013 by 5:00 p.m.**

# EXHIBIT "B"

## QUOTE PAGE

# EXHIBIT "B"
# HIDALGO COUNTY PRECINCT NO. 1
# "WASTE WATER MANAGEMENT SYSTEM"
# RFSQ NO.: 2014-015-01-10-SGS

## QUOTE PAGE

PRICE PER MONTH: $ 1,795.83

*INTERNAL USE ONLY- COMMODITY CODE: # ~~96X-96~~X* 989-91

## VENDOR'S INFORMATION:

BIDDER/COMPANY NAME: Agustin Gomez Wastewater Services

ADDRESS: P.O Box 1012

CITY/STATE/ZIP CODE: Elsa Tx 78543

PHONE & FAX NO.: 956-246-9843

CELLULAR NO: 956-246-9843

AUTHORIZED SIGNATURE:

PRINTED NAME: Agustin Gomez

TITLE Agustin Gomez Contractor Opr.

EMAIL ADDRESS: (IF AVAILABLE) augie21gomez@yahoo.com

Date : January 14, 2014

# Agustin Gomez Wastewater Services

I _____ the Operator and Owner for Agustin Gomez Waste water Services, my services consist of the daily monitoring of the Delta lake waste water package plant. The services also include daily, weekly, monthly and quarterly analysis and maintenance of the facility at the Delta lake park. Analysis consist of BOD,TSS, NH3, Ecoli , PH, Flows and Cl2 residuals. All these analysis are required by the Texas Commission of Environmental Quality, plus work in conjunction with park employees.

Agustin Gomez Wastewater Services

PO Box 1012

Elsa Tx. 78543

956-246-9843

Augie21gomez@yahoo.com

RECEIVED
JAN 14 2014
By 2:58

# EXHIBIT "C"

## CERTIFICATE OF INSURANCE

Thank you for insuring with us! Here are your identification cards for proof of insurance.

National General Insurance

## TEXAS AUTOMOBILE INSURANCE CARD

**Home State County Mutual Insurance Company**
**PO Box 3199**
**Winston Salem, NC 27102-3199**

POLICY NUMBER
**2001731381**

Effective Date
**2/15/2013**

Expiration Date
**2/15/2014**

| YEAR | MAKE | VEHICLE IDENTIFICATION NUMBER |
|---|---|---|
| **2005** | **NISS** | **5N1AN08U75C606474** |

INSURED
Agustin Gomez DBA WASTE WATER SERVICES

PO Box 1012
Elsa, TX 78543-1012

AGENT #0229217
Reyes Insurance Agency
401 S Kansas # A-1
Weslaco, TX 78596
(956) 968-6117

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

**CUSTOMER SERVICE: 1-877-468-3466 CLAIMS SERVICE: 1-800-468-3466**

MOD: 00 10327 (01012011)

▲
Fold On Dotted Line – Store In Your Vehicle

**Texas Liability Insurance Card.**
**Keep this card**

**IMPORTANT:** This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You may also be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

Report all accidents immediately to:
Home State County Mutual Insurance Company
Toll free at: 1-800-468-3466

RECEIVED JAN 14 2014

Spanish version is available upon request – Call Toll free at: 1-877-468-3466

IMPORTANTE: Si usted quiere una tarjeta oficial escrita en español, llame a este llame a este número: 1-877-468-3466

**These are your Temporary ID Cards.**

**Your Permanent ID Cards will arrive soon in the mail with your Policy.**

THIS CERTIFICATE IS DEEMED NULL AND VOID IN THE EVENT A NEWER CERTIFICATE IS ISSUED

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): Mar 20, 2013

**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 | DELTA GENERAL AGENCY CORPORATION<br>PO Box 2045<br>Houston TX 77252<br>Retail Agent: MONTALVO INS AGENCY INC | CONTACT NAME: | Retail Agent: MONTALVO INS AGENCY INC |
| | | PHONE (A/C, No, Ext): | 956-968-5521 |
| | | FAX (A/C, No): | |
| | | E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A: | NAUTILUS INSURANCE CO 17370 |
| INSURED | GOMEZ WASTE WATER SERVICE<br>AGUSTIN GOMEZ DBA<br>PO BOX 1012<br>ELSA, TX 78543 | INSURER B: | NOT APPLICABLE |
| | | INSURER C: | NOT APPLICABLE |
| | | INSURER D: | NOT APPLICABLE |
| | | INSURER E: | NOT APPLICABLE |
| | | INSURER F: | NOT APPLICABLE |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | Y | | NN298153 | 03/18/13 | 03/18/14 | EACH OCCURRENCE | $ 500,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ Excluded |
| | | | | | | | GENERAL AGGREGATE | $ 500,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ Excluded |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | WC STATU-TORY LIMITS OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

HIDALGO COUNTY

100 E. CANO

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

DELTA GENERAL AGENCY CORPORATION

Delta Official Use:77530.123643

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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/15/14

PRODUCER

Reyes Insurance
401 S. Kansas Ste. A-1
Weslaco, TX 78596
(956) 968-6117 Fax: 968-4087

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

AGUSTIN GOMEZ
DBA WASTEWATER SERVICE
P O BOX 1012
ELSA, TEXAS 78543

| INSURERS AFFORDING COVERAGE | NAIC# |
|---|---|
| INSURER A: HOME STATE COUNTY MUTUAL | |
| 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| | | GENERAL LIABILITY | | | | EACH OCCURRENCE | $ |
| | | COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurence) | $ |
| | | CLAIMS MADE ☐ OCCUR ☐ | | | | MED EXP (Any one person) | $ |
| | | | | | | PERSONAL & ADV INJURY | $ |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | GENERAL AGGREGATE | $ |
| | | POLICY ☐ PRO-JECT ☐ LOC ☐ | | | | PRODUCTS - COMP/OP AGG | $ |
| | | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 300,001 |
| | | ANY AUTO | | | | BODILY INJURY (Per person) | $ |
| | | ALL OWNED AUTOS | | | | | |
| | | X SCHEDULED AUTOS | 2001731381 | 02/15/13 | 2/15/14 | BODILY INJURY (Per accident) | $ |
| | | HIRED AUTOS | | | | | |
| | | NON-OWNED AUTOS | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE | $ |
| | | OCCUR ☐ CLAIMS MADE ☐ | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | DEDUCTIBLE | | | | | $ |
| | | RETENTION $ | | | | | $ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATU-TORY LIMITS ☐ OTH-ER ☐ | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | $ |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

VEHICLE: 2005 NISSAN VIN#5N1AN08U75C606474

RECEIVED
JAN 16 2014
By 1:57

CERTIFICATE HOLDER

HIDALGO PRECINCT #1
ATT: PURCHASING DEPT.
2812 S HIGHWAY BUS. 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE 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



© ACORD CORPORATION 1988

RECEIVED
JAN 16 2014
By 1:57

**Affidavit & Indemnity Agreement**

Date: January 16, 2014

Affiant: Agustin Gomez dba Wastewater Services

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Augustin Gomez states he is a sole proprietor doing business as Waste Water Services. Affiant will provide services for Hidalgo County Precinct No. 1, under a Hidalgo County RFSQ Description# 2014-015-01-10-SGS- "Waste Water Management System".

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employee any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnity, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

NOTARY PUBLIC STATE OF TEXAS
ALFRIEDA REYES
My Commission Expires
March 14, 2015

Printed Name of Affiant: Agustin Gomez

SWORN AND SUBSCRIBED TO under oath before me on January 16, 2014

Notary Public, State of Texas

# EXHIBIT "D"

## TCEQ CERTIFICATE

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Be it known that*

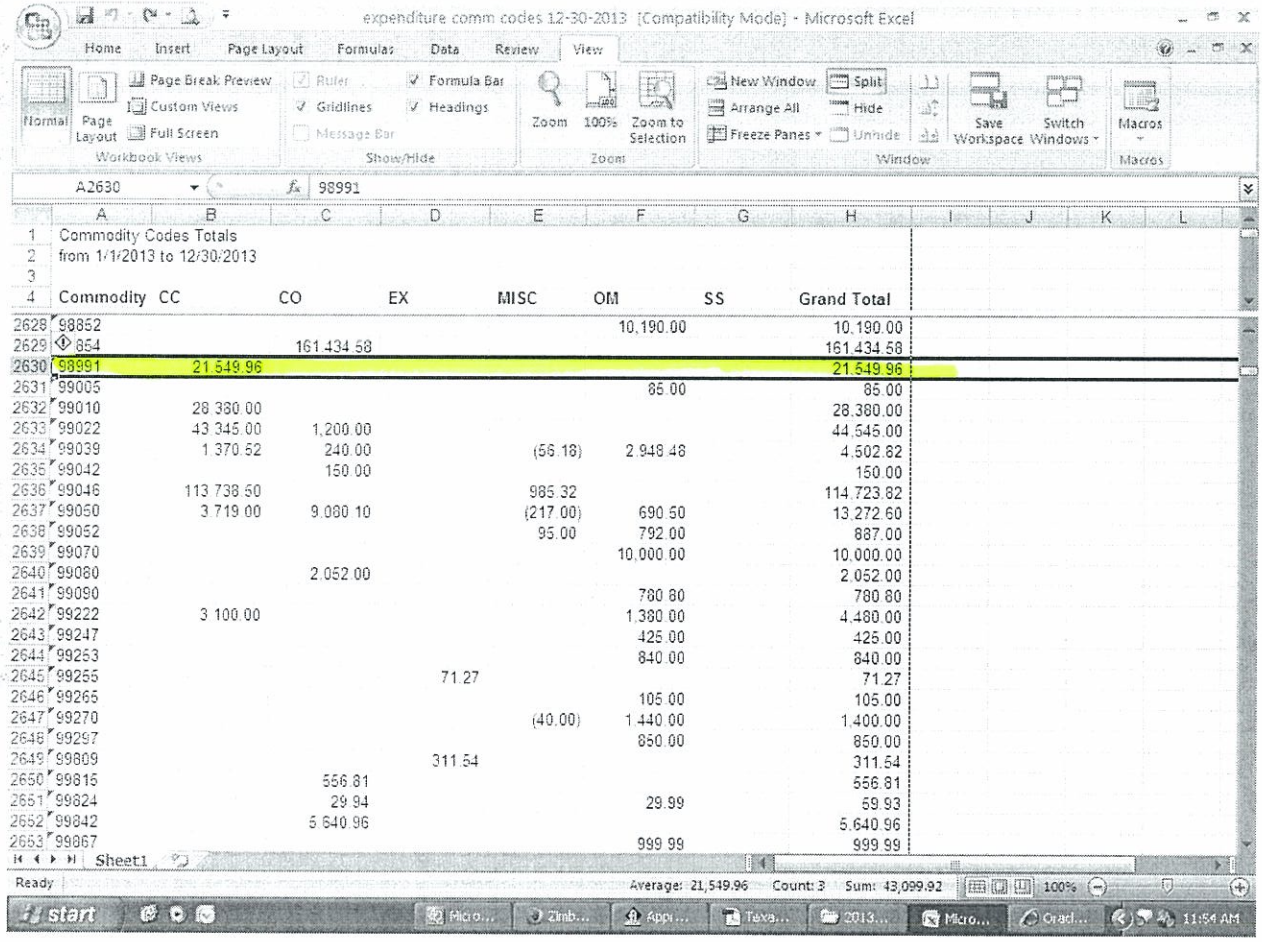
## AGUSTIN GOMEZ

*has fulfilled the requirements in accordance with the laws of the State of Texas for*

**CLASS A WASTEWATER TREATMENT OPERATOR**

*License Number:* **WW0002807**
*Issue Date:* **04/08/2011**
*Expiration Date:* **04/10/2014**

*Executive Director*
*Texas Commission on Environmental Quality*


expenditure comm codes 12-30-2013 [Compatibility Mode] - Microsoft Excel
Home
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Data
Review
View
Normal
Page Layout
Page Break Preview
Custom Views
Full Screen
Workbook Views
Ruler
Gridlines
Message Bar
Formula Bar
Headings
Show/Hide
Zoom
100%
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New Window
Arrange All
Freeze Panes
Split
Hide
Unhide
Window
Save Workspace
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Macros
A2630
98991
Commodity Codes Totals
from 1/1/2013 to 12/30/2013
Commodity CC CO EX MISC OM SS Grand Total
2628 98852 10,190.00 10,190.00
2629 854 161,434.58 161,434.58
2630 98991 21,549.96 21,549.96
2631 99005 85.00 85.00
2632 99010 28,380.00 28,380.00
2633 99022 43,345.00 1,200.00 44,545.00
2634 99039 1,370.52 240.00 (56.18) 2,948.48 4,502.82
2635 99042 150.00 150.00
2636 99046 113,738.50 985.32 114,723.82
2637 99050 3,719.00 9,080.10 (217.00) 690.50 13,272.60
2638 99052 95.00 792.00 887.00
2639 99070 10,000.00 10,000.00
2640 99080 2,052.00 2,052.00
2641 99090 780.80 780.80
2642 99222 3,100.00 1,380.00 4,480.00
2643 99247 425.00 425.00
2644 99253 840.00 840.00
2645 99255 71.27 71.27
2646 99265 105.00 105.00
2647 99270 (40.00) 1,440.00 1,400.00
2648 99297 850.00 850.00
2649 99809 311.54 311.54
2650 99815 556.81 556.81
2651 99824 29.94 29.99 59.93
2652 99842 5,640.96 5,640.96
2653 99867 999.99 999.99
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Average: 21,549.96 Count: 3 Sum: 43,099.92
100%
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11:54 AM

**AI-42989** **Purchasing Department 24. C. 1.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Comm. J. Palacios, Pct. #4 **Submitted By:** Marty Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Request by Time Warner Cable Texas, LLC, dba, Time Warner Cable for Hidalgo County Commissioners Court to accept, approve and execute a Right of Entry Agreement so as to have ROE and provide TWCBC services to Nuestra Clinica Del Valle's Mobile structure at address 300 North 86th Street-Edinburg, Texas a County-owned property.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:**

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

**BUDGETARY IMPACT:**

No budgetary expenditure is anticipated.

## Attachments

ROE Agrmnt 01-10-14-Nuestra Clinica Del Valle

email frm legal (Josepine Ramirez)-approved ROE Agrmnt

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/04/2014 11:59 AM |
| Budget & Management | Debbie Tamez | 02/04/2014 04:44 PM |
| Obdett Calzada | Obdett Calzada | 02/07/2014 09:24 AM |
| Auditor's Office | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Marty Salazar Started On: 02/04/2014 10:36 AM

Final Approval Date: 02/07/2014

**RIGHT OF ENTRY AGREEMENT**

**THIS RIGHT OF ENTRY AGREEMENT** (this "Agreement") is by and between COUNTY OF HIDALGO a TEXAS POLITICAL SUBDIVISION (hereinafter the "Owner"), whose address is 302 W. UNIVERSITY DR.,EDINBURG,TX 78539 and Time Warner Cable Texas LLC, d/b/a Time Warner Cable, by itself and on behalf of its affiliates (collectively, the "Operator"), whose address is 750 Canyon Rd., STE 500W Coppell, TX 75019. Operator and Owner may individually be referred to as a "Party" or collectively as the "Parties." This Agreement commences on the later of the execution dates set forth below the signatures (the "Commencement Date").

1. Owner represents and warrants that Owner: (a) is the fee simple owner of the land, improvements, and building which constitute the Property (defined below) and has full power and authority to grant to Operator the rights set forth in this Agreement; or (b) through written agreement with the fee simple owner of the Property, has the full power and authority to grant to Operator the rights set forth in this Agreement.

2. In consideration of the mutual benefits and obligations set forth herein, Owner grants to Operator and Operator's employees, agents, and contractors a non-exclusive right of entry for ingress and egress to the property and building(s), (including building roof top(s)), located at **300 N. 86th St., Edinburg, TX 78539 (the "Property")** for the purpose of installing, attaching, operating, repairing, replacing, removing, and maintaining all necessary equipment, including, without limitation, lines, wires, poles, conduits, pipes, converters, amplifiers, splitters, lock boxes, antennas, wireless delivery system equipment and facilities (collectively, the "System") in order to sell, market, and provide Operator's cable television, data, Internet, telecommunication, WiFi, and other entertainment services (collectively, "Services") to occupants of the Property (collectively, "Occupants"). The rights granted hereunder shall be deemed to include use of available power, along with a right for Operator to have access to those areas depicted in Exhibit "A" attached hereto in addition to and a right to use, all risers in the building, house wiring, utility easements, underground conduit, ducts, building entrance facilities, building utility entrance facilities, utility closets in the building, whether in common areas or in an Occupant's premises (with Occupants' approval), rights-of-way, private roads and other areas on the Property as reasonably required for the purpose set forth above. Operator shall determine in its sole discretion the economic feasibility and appropriate date to begin construction and/or installation of the System on the Property. Upon request from the Owner, the Operator shall provide the Owner with a WiFi site survey for the Property and the attachment location for any wireless delivery system equipment that Operator will be attaching to the Property. Operator will have the right to advertise, market and otherwise promote the Property as a public WiFi hotspot in any and all forms of media, in Operator's sole discretion, and Owner grants Operator a license to use the names, trademarks and logos of Owner and the Property for such purposes.

3. The term of this Agreement commences on the Commencement Date and shall remain in full force and effect until the later of: (a) the date that is 5 years after the Commencement Date; or (b) the date that is 6 months after the date that Operator ceases to provide Services to Occupant(s) at the Property (the "Term").

4. Occupants, if they desire to receive Services, shall be charged and billed individually for such Services by Operator. Operator shall be responsible for any and all material damages directly caused to the Property by Operator's installation, operation, maintenance and removal of the System.

5. Ownership of all parts of the System shall be and remain the personal property of the Operator. No entity or person, other than Operator, may use any part of the System. Owner shall not, and Owner shall not authorize any third party to, tamper with, make alterations to, or remove any components of the System. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property. Operator shall install, operate and maintain the System on the Property at its own expense and in accordance with all applicable laws. If Owner requests, Operator shall submit for advanced approval the drawings and/or plans for the installation of the System, and such approval shall not be unreasonably withheld, conditioned, or delayed by Owner.

6. Operator agrees to maintain Commercial General Liability Insurance, with limits of not less than Two Million Dollars ($2,000,000) combined single limit per occurrence for bodily injury, sickness or death, and property damage.

7. This Agreement may be freely assigned by either Party, provided that the assignee agrees to be bound by all of the terms and conditions hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives and assigns.

8. OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES--EXPRESS OR IMPLIED-- REGARDING THE SYSTEM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL OPERATOR OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

9. Owner reserves the right to grant other easements on or rights of access to the Property, but will not allow such other grants to interfere with the rights conveyed in this Agreement.

10. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart together shall constitute one and the same instrument.

11. This Agreement shall be construed in accordance with the laws of the State where the Property is located.

**IN WITNESS WHEREOF**, Owner and Operator have executed this Agreement as of the date first written above.

**Time Warner Cable Texas LLC**, d/b/a Time Warner Cable

By:_____
Name: Chris Snyder
Title: Director- Market Development
Tel/Fax:972-537-5384/469-464-4035
E-Mail: mark.fessenden@twc-contractor.com
Date: _____

COUNTY OF HIDALGO
**[PRINT OWNER'S NAME]**

By:_____
Name: HON. RAMON GARCIA
Title: COUNTY JUDGE
Tel/Fax: (956) 292-7000 EXT. 5000
E-Mail: ramon.garcia@co.hidlago.tx.us
Date: FEBRUARY 11, 2014

**Primary On-Site Contact:**

Print Name: _____

Phone Number: _____

Email Address: _____

**EXHIBIT A**

**Zimbra** **martha.salazar@co.hidalgo.tx.us**

## RE: Nuestra Clinica del Valle @ 300 N 86th St, Edinburg

**From :** Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Tue, Feb 04, 2014 10:12 AM
1 attachment

**Subject :** RE: Nuestra Clinica del Valle @ 300 N 86th St, Edinburg

**To :** 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'victor garza' <victor.garza@da.co.hidalgo.tx.us>

**Cc :** 'darlene betancourt' <darlene.betancourt@co.hidalgo.tx.us>

**Reply To :** josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Marty,

I had already reviewed the right of entry agreement previously provided, and approve as to form.

**Josephine Ramirez Solis**
*Assistant Criminal District Attorney*
County Affairs Section
**Office of Criminal District Attorney**
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

**********
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**********

**From:** Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
**Sent:** Tuesday, February 04, 2014 10:07 AM
**To:** josephine ramirez; victor garza
**Cc:** darlene betancourt
**Subject:** Fwd: Nuestra Clinica del Valle @ 300 N 86th St, Edinburg

**Zimbra** **martha.salazar@co.hidalgo.tx.us**

## FW: Nuestra Clinica del Valle @ 300 N 86th St, Edinburg

**From :** Mark A Fessenden(contractor) <mark.fessenden@twc-contractor.com> Tue, Feb 04, 2014 08:18 AM

2 attachments

**Subject :** FW: Nuestra Clinica del Valle @ 300 N 86th St, Edinburg

**To :** martha salazar <martha.salazar@co.hidalgo.tx.us>

**Cc :** olucio ncdv <olucio.ncdv@tachc.org>

**Subject:** Nuestra Clinica del Valle @ 300 N 86th St, Edinburg

Hi Martha,

My name is Mark Fessenden with **Time Warner Cable Business Class** and I was given your name as the Property Manager for the address above.

**Nuestra Clinica de Valle** signed a contract with TWCBC to be their service provider at the address above. Since they do not own the building we need to get permission to complete the installation so to meet their delivery date of service.

Attached please find a copy of our standard Agreement for your review and approval. Please return a signed copy for signature and an executed copy will be returned for your files.

If you have any questions, please feel free to contact me.

Best Regards.

***Mark Fessenden***

Commercial Property Access
Business Development
*Time Warner Cable Business Class*
Texas Region
750 Canyon Rd., Ste 500W
Coppell, TX 75019
Voice: 972-537-5384
Mobile: 682-429-2230
Fax: 469-464-4035
E-mail: mark.fessenden@twc-contractor.com

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37 KB

**300 N 86th Edinburg ROE 1-10-14.pdf**
139 KB

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Counselors:
Please review the attached document submitted by Time-Warner so that they may enter County-owned to service Nuestra Clinica (which remains on premises on a hold-over). Purchasing will be placing the project on CC for a new RFP soon. I hope to place this ROE on next Tuesday's meeting for consideration and action.
Thanks,
Marty

---

**From:** "Mark A Fessenden(contractor)" <mark.fessenden@twc-contractor.com>
**To:** "martha salazar" <martha.salazar@co.hidalgo.tx.us>
**Cc:** "olucio ncdv" <olucio.ncdv@tachc.org>
**Sent:** Tuesday, February 4, 2014 8:18:55 AM
**Subject:** FW: Nuestra Clinica del Valle @ 300 N 86th St, Edinburg

**Subject:** Nuestra Clinica del Valle @ 300 N 86th St, Edinburg

Hi Martha,

My name is Mark Fessenden with **Time Warner Cable Business Class** and I was given your name as the Property Manager for the address above.

**Nuestra Clinica de Valle** signed a contract with TWCBC to be their service provider at the address above. Since they do not own the building we need to get permission to complete the installation so to meet their delivery date of service.

Attached please find a copy of our standard Agreement for your review and approval. Please return a signed copy for signature and an executed copy will be returned for your files.

If you have any questions, please feel free to contact me.

Best Regards.

***Mark Fessenden***

Commercial Property Access
Business Development
*Time Warner Cable Business Class*
Texas Region
750 Canyon Rd., Ste 500W
Coppell, TX 75019

Voice: 972-537-5384
Mobile: 682-429-2230
Fax: 469-464-4035
E-mail: mark.fessenden@twc-contractor.com

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image001.png
37 KB

**AI-43007** **Purchasing Department 24. C. 2.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Martha L. Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

---

**Information**

**CAPTION**

a. Requesting approval of a "professional engineering services" agreement# **C-13-188-02-11** with **TEDSI INFRASTRUCTURE GROUP, INC.,** for the purposes of "Professional Engineering Services" for "Job Specific" - **PROJECT:"The Reconstruction of Mon Mack Rd from Mile 11 N. Rd north for 0.4 miles"** located within Hidalgo County Precinct No. 4;

b. Requesting approval of **Work Authorization No. 1 ($ 25,000.00)** from **TEDSI INFRASTRUCTURE GROUP, INC.** for "Professional Engineering Services" in connection to agreement# **C-13-188-02-11** for: "Job Specific" **PROJECT- "The Reconstruction of Mon Mack Rd from Mile 11 N Rd north for 0.4 miles"** located within Hidalgo County Precinct No. 4;

c. Requesting approval of a "professional engineering services" agreement# **C-13-189-02-11** with **TEDSI INFRASTRUCTURE GROUP, INC.**, for the purposes of "Professional Engineering Services" for "Job Specific" **- PROJECT:"The Reconstruction of Roosevelt Rd Roosevelt Rd from the junction with Owassa Rd to FM 1423 (Valverde Rd)"** located within Hidalgo County Precinct No. 4;

d. Requesting approval of **Work Authorization No. 1 ($ 55,250.00)** from **TEDSI INFRASTRUCTURE GROUP, INC.** for "Professional Engineering Services" in connection to agreement# **C-13-189-02-11** for: "Job Specific" **PROJECT- "The Reconstruction of Roosevelt Rd from the junction with Owassa Rd to FM 1423 (Valverde Rd)"** located within Hidalgo County Precinct No. 4;

e. Requesting approval of a "professional engineering services" agreement# **C-13-334-02-11** with **TERRACON CONSULTANTS, INC.** for the purposes of "Professional Engineering Services" for "Job Specific" - **PROJECT: "Mile 17 ½ (between Ware Road and West R.O.W. of HCID No. 1 Canal)** located within Hidalgo County Precinct No. 4;

f. Requesting approval of **Work Authorization No. 1 ($ 15,010.00)** from **TERRACON CONSULTANTS, INC**. for "Professional Engineering Services" in connection to agreement# **C-13-334-02-11** for: "Job Specific" **PROJECT- "Mile 17 ½ (between Ware Road and West R.O.W. of HCID No. 1 Canal)"** located within Hidalgo County Precinct No. 4

g. Acceptance and approval of **Amendment No.1 to WA#1** (to clarify and correct Attachment D-Warehouse Foundation Plan erroneously listed as "20 x 60" and should reflect as "40 x 60") in connection to Agreement **(C-13-281-11-19)** with **LAZCAMREA, LLC** d/b/a **FULCRUM CONSUTLING SERVICES** for the purposes of a **"Warehouse Facility"** for Hidalgo County Precinct No. 4.

**BACKGROUND**

Contract #C-13-188-02-11-TEDSI-MON MACK RD PROJECT-Pct 4 & WA#1
Contract #C-13-189-02-11-TEDSI-ROOSEVELT RD PROJECT-Pct 4 & WA#1
Contract #C-13-334-02-11-TERRACON-MILE 17.5 PROJECT-Pct 4 & WA#1
Amendment #1 to WA#1-LAZCAMREA dba Fulcrum

The req. created for the WA NO. #1 are as follows:
Req # 251597
Monmack

Req# 251598
Roosevelt

Req# 251254
Terracon

PO #701999 for the Lazcamrea (Fulcrum) Amendment

---

**Fiscal Impact**

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1303-431-00-124-144-0-731

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

**BUDGETARY IMPACT:**

Amount available for requisition# 251597 as of 2-7-14 $25,000.00 for TEDSI INFRASTRUCTURE GROUP, INC.

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1303-431-00-124-143-0-731

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

**BUDGETARY IMPACT:**

Amount available for requisition# 251598 as of 2-7-14 $55,250.00 for TEDSI INFRASTRUCTURE GROUP, INC.

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1200-431-00-124-142-0-841

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

**BUDGETARY IMPACT:**

Amount available for requisition# 251254 as of 2-7-14 $15,010.00 for TERRACON CONSULTANTS, INC.

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1342-419-40-124-126-0-720

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

**BUDGETARY IMPACT:**

PO# 701999 available balance as of 2-5-14 $1,068.00
2013 available balance as of 2-5-14 $38,878.14, Pending year rollover

---

**Attachments**

Contract#C-13-188-02-11-TEDSI-MonMackRd-Pct 4

WA#1-TEDSI-Mon Mack Rd-Pct 4

emal frm legal-apprvd contract-Mon Mack
Contract# C-13-189-02-11-TEDSI-Roosevelt Rd-Pct 4
email frm legal-apprvd contract-Roosevlet
email frm legal-apprvd contract-Mile 17.5
Amendment #1 to WA#1-LAZCAMREA dba Fulcrum Consulting -Pct 4
REVISED PROPOSAL-CONTRACT C-13-334-02-11
contract
WA1
WA1

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/07/2014 01:20 PM |
| Budget & Management | Debbie Tamez | 02/07/2014 01:42 PM |
| Manuel Chapa | Manuel Chapa | 02/07/2014 04:58 PM |
| Auditor's Office | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Letty Saenz Started On: 02/04/2014 04:35 PM

Final Approval Date: 02/07/2014

**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

**AGREEMENT FOR PROFESSIONAL SERVICES**
**C-13-188-02-11**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioners Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP, INC** Professional engineers of **MISSION, TEXAS**, hereinafter called the "**Engineer**".

**WITNESSETH:**

**WHEREAS**, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for *"**JOB SPECIFIC"*** **– MON MACK ROAD PROJECT** located within **HIDALGO COUNTY PRECINCT NO. 4**, hereinafter referred to as the ("**Project**").

**WHEREAS**, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

**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**, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 4, in accordance to **Exhibit "A-1"** Request for Qualifications (RFQ) Procurement Packet.

**NOW, THEREFORE,** 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 as identified in **EXHIBIT "B"-** Services to Provided by the Engineer, attached hereto and made a part of this agreement.

**2.2 Classification of Services** For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

**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. exchange for such services.

**2.4 Non-Exclusive Services of Engineer** Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

**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 shall be for a period of **one (1) year, commencing, February 11, 2014 expiring, February 10, 2015;** (hereinafter referred to as the ("**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or

obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

**3.2 Extension of the Termination Date**. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

**3.4 Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of

this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to

the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

**ARTICLE 4. Progress and Coordination**. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to

determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

**5.1** ***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 "D"**-**Engineer Contract Rates**, 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 be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

**I. 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 Request for Payment**. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the

**Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner.**

**6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1, hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, 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** finds 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, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E")** are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a

reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

**ARTICLE 18. Engineer's Resources**. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Project Manager.** The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall

have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.3 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification**. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors")** shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitors")** 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 therefrom 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 Workers 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, workers 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 franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

**ARTICLE 26. Disputes**. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

**ARTICLE 27. Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 28. Notices**. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

| | |
|---|---|
| **OWNER:** | **ENGINEER**: |
| **Hidalgo County** | **TEDSI Infrastructure Group, Inc.** |
| **302 West University Drive** | **1201 E. Expressway 83** |
| **Edinburg, Texas 78539** | **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.

**WITNESS WHEREOF,** the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2014.

**ENGINEER:**
**TEDSI INFRASTRUCTURE GROUP, INC.**

**BY:**_____
Jesse Salinas, Principal

**OWNER:**
**HIDALGO COUNTY**

**BY**:_____
Ramon Garcia, County Judge

**ATTEST:**

**BY:**_____
Arturo Guajardo, Jr., County Clerk

***Approved by Commissioner's Court on: _____,2014.***

**APPROVED AS TO FORM:**
Atlas, Hall & Rodriguez, L.L.P.

**BY:**_____
Stephen L. Crain, Attorney

**ATTACHMENTS:**

| | |
|---|---|
| **EXHIBIT A** | -Scope of Services to be provided by the Owner |
| **EXHIBIT B** | -Scope of Services to be provided by the Engineer |
| **EXHIBIT C** | -Work Schedule |
| **EXHIBIT D** | -Engineer's Rates |
| **EXHIBIT E** | -Work Authorization Form |
| **EXHIBIT F** | -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
(956) 318-2626/ Fax: (956) 318-2629

November 12, 2012

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: 2013-002-12-05-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
(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: 2013-002-12-05-YZV**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Qualifications Letter | 1 |
| 2. | Request for Qualifications, Legal Notice | 9 |
| 3. | Exhibit A, Requirements | 9 |
| 4. | Exhibit B, Evaluation Criteria | 3 |
| 5. | Attachment B –Procurement Form –Areas of Specialization | 1 |
| 6. | Exhibit C, Insurance Requirements, | 4 |
| 7. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 8. | Exhibit E, Proposer's Affidavit | 1 |
| 9. | Vendor/Bidder Application and W-9 form | 6 |
| 10. | Certification Regarding Debarment | 1 |
| 11. | RFQ Submittal Check List | 1 |


The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 12, 2012
Date

# REQUEST FOR QUALIFICATIONS (RFQ)

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## "Professional Engineering Services Pool"

**RFQ NO: 2013-002-12-05-YZV**

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
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, seven (7) copies of all qualifications and two (2) 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.: 2013-002-12-05-"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, DECEMBER 05, 2012.**

**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.** | **December 05, 2012** |
| Award of Contract | _____, 2013 |
| Commence Work or Deliver Products | _____, 2013 |

## 16. HIDALGO COUNTY HOLIDAYS

| 2013 YEAR | |
|---|---|
| New Year's Day | 12/31/12 and 01/01/13 |
| Martin Luther King Day | 01/21/13 |
| President's Day | 02/18/13 |
| Good Friday | 03/29/13 |
| Easter | 01/01/13 |
| Memorial Day | 05/27/13 |
| Independence Day | 07/04/13 |
| Labor Day | 09/02/13 |
| Veteran's Day | 11/11/13 |
| Thanksgiving Day | 11/28/13 and 11/29/13 |
| Christmas Day | 12/24/13 and 12/25/13 |

## 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, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  **Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.**

  **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.**

**20.** 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.

**21.** 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.

**22.** 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.

**23.** 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.

**24.** 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.

**25.** 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.

**26.** 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.

**27.** 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.

**28.** 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.

**29.** 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.

**30.** 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.

**31.** 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 **February 9, 2013 and ending February 08, 2014**. 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, December 05, 2012. 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, seven (7) copies and two (2) 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 labeled with the Company's name, RFQ Number** *2012-002-12-05-YZV* **, Project Title** *Professional Engineering Services Pool***, 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 sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**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 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 Monday, November 19, 2012** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, November 21, 2012. 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:**
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 may 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.

What does your firm specialize in?_____

Minimum experience: Years? _____ Projects? _____

**PERSONNEL AND STAFFING:**
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**
This section will contain any current licenses and/or certifications and assurance as required by the STATE OF TEXAS. The engineering firm(s) should include copies of their Professional Liability Insurance.

**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/EVALUATION PROCESS:**
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, 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**
   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**

   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**
   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**
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. 2013-002-12-05-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

## 1. PROFFESIONAL 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 contract for counties, cities, irrigation districts, or other clients as stated in the Request for Qualifications (RFQ). 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).

# EVALUATION CRITERIA
# PROFESSIONAL ENGINEERING SERVICES POOL
# RFQ No. 2013-002-12-05-YZV

| 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: 2013-002-12-05-YZV**

| | |
|---|---|
| Name and Address of Firm: | _____<br>_____<br>_____ |
| Principals of Firm and Titles: | _____<br>_____<br>_____ |
| 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)

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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED (Any one person)<br>PERS & ADV INJURY<br>AL AGGREGATE<br>ODUCTS – COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT<br>OTHER THAN AUTO ONLY EA ACC<br>AGG | $<br>$<br>$ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE<br>AGGREGATE | $<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILIT** | | | | WC STATU-TORY LIMITS ☐ OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$<br>$<br>$ |
| | **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**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>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 or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** **Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3** **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# EXHIBIT "E"
# PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFILICT OF INTERST, AND ANTI-LOBBYING**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or 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 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, in person or regular mail to: 2802 South 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:**

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: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

**Print or type** See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**REQUEST FOR QUALIFICATIONS**
**PROFESSIONAL ENGINEERING SERVICES POOL**

**RFQ No.: 2013-002-12-05-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" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 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 the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

*Public Meetings*

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

# EXHIBIT B

-Scope of Services to be provided by the Engineer

# ATTACHMENT "B"

**Services to be Provided by the Engineer**

**Mon Mack Rd – Mile 11N Rd north for 0.4 miles**

The **Engineer** shall provide the following engineering services required for the preparation of the plans, specifications and estimates (PS&E) for **Mon Mack Rd**. The **Engineer** shall maintain a direct line of communication and coordinate very closely with the Hidalgo County Pct 4.

## A. BASIC ENGINEERING DESIGN SERVICES

### UTILITIES

1. Coordinate and attend utility coordination meetings. Provide copies of plans to the utility companies at 60% and final plan submittals.
2. Coordinate with utility companies to determine areas of conflicts.

### ROADWAY DESIGN CONTROLS

1. Develop Typical Sections – No pavement design will be completed as part of the scope of work. Pavement section will be based on Hidalgo County roadway standard for class "C" Pavement collector (2" ACP, 8" Flexible Base with 2% lime and 12" Subgrade with 6% lime). Asphalt = 24'wide, Flexible base = 26' wide, Subgrade = 28'wide.
2. Prepare plan and profile sheets for Mon Mack Rd as required for widening and/or reconstruction.
3. Mon Mack Rd will tie in Mile 11N Rd intersection. No plan and profile sheets will be prepared for Mile 11N Rd.
4. Determine roadway quantities, including cut and fill quantities, and prepare quantity summary sheet.

### DRAINAGE

1. Coordinate all drainage design with Hidalgo County Pct 4 and Hidalgo County Drainage District No.1.
2. Identify the drainage watersheds for this project, by means of site visits, as built-plans, USGS data, Pct 4 Drainage Studies and Survey information.
3. Calculate the existing and proposed discharge values, analyze the existing outfall channels & storm sewer systems all for a 2 yr design frequency.
4. Design and develop drainage structures to tie in to future J09 outfall improvements
5. Compute and summarize all drainage quantities.
6. Select all drainage standards and develop all miscellaneous drainage details.
7. Storm Water Pollution Prevention Plan (SW3P)
   a) Develop SW3P Narrative
   b) Develop SW3P Plans. SW3P controls may include but are not limited to temporary sediment fence, construction exits, and rock berms.
   c) Compute and summarize all SW3P quantities.

### MISCELLANEOUS (ROADWAY)

1. Develop Miscellaneous Roadway Details.
2. Prepare Advance Warning Signage and Barricades at intersecting roadways.
   a) Traffic Control Plan will be developed based on street closures.
3. Prepare Title Sheet and Index sheets.
4. Calculate project quantities and prepare quantity summary sheet.
5. Prepare general notes.

6. Prepare driveway tables
7. Prepare list of Standard Drawings to be included in the plans.
8. Assemble plans for project milestones. Two reproducible paper (11" x 17") copies of the plans shall be submitted to the Pct 4 at the 60% and final design completion stages.
9. Upon completion of the review of the final plans, 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.
10. Coordinate with Pct 4 and other agencies.
11. Develop and assemble Preliminary Construction Cost Estimates at 60% and final plan milestone submittals.
12. Develop Roadway Design Criteria.

**SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION**

1. Signing and Pavement Markings are to be shown on roadway P&P

**CONSTRUCTION SUPPORT**

1. Prepare Bid Documents
2. Attend and Coordinate Pre-bid Conference
3. Evaluate Bids
4. Make Award Recommendation
5. Assist County with preparation of Contract Documents.
6. Attend and Coordinate Pre-construction Conference.
7. Site visit once a week during construction.
8. Respond to Request for Information (RFI) from Contractor
9. Review Pay Requests
10. Preparation of Change Orders
11. Final Site Visit
12. Record Drawings

**B. <u>FIELD DESIGN SURVEY SERVICES</u>**

**FIELD SURVEYING**

1. Cross Sections
   a) Provide cross sections every 100' up to existing apparent Right Of Way (ROW) line
   b) Cross section for drainage channels. Three sections (0 ft, 100 ft and 200 ft) down and upstream of proposed outfall as required.
2. Topographics survey of entire project length including:
   a) Topography within existing apparent ROW.
   b) Topography shall start at 100 foot south of Mile 11.
   c) Topography shall include any existing drainage crossings.
   d) Intersections for 100 feet within project's area
   e) Include flow lines, size and direction of irrigation and drainage channels/structures
   f) Include utilities and drainage structures
   g) Perform one-call (Dig Tess) and identify and locate utilities (within limits of R.O.W.) as flagged/marked by utility companies
   h) Provide copies of all utility maps obtained from utility companies along with one call (Dig Tess) documentation/confirmation.
   i) Provide list of each utility contact person

j) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains
k) Survey sanitary sewer manholes downstream and upstream of project to determine flow and connectivity.
l) Locate proposed soil core holes as drilled.
m) 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.
n) Establish 2 benchmarks for project control.
o) Provide project ties at limits of project in order to provide adequate length to establish grades.
p) Determine apparent ROW based on existing features, i.e. fences, power lines, corner pins, etc.

**C. <u>ADDITIONAL SERVICES NOT INCLUDED AS PART OF THIS PROJECT</u>**

1. Utility Design
2. ROW Survey and Acquisition Services
3. Traffic Studies
4. No separate sign, pavement marking, sign details or summaries will be prepared.
5. Signalization
6. Design of irrigation ditches and lines
7. Construction staking
8. Right of Way recovery and or documents.
9. Development of specifications.
10. Submittal of documents to other agencies: Pct 4 to submit required documents (prepared by TEDSI)
11. Design of new drainage outfalls (design to tie into existing outfalls)
12. All Environmental Services and Site Assessment and necessary permits in regards to:
    a) Impacts
    b) Wetlands
    c) Endangered species
    d) Historic/archaeological/cultural
    e) Assist in developing a public involvement plan.
13. Coordination with regulatory agencies
14. Advertisement and award of construction contract
15. Geotechnical Services:
    a) Pavement section design or testing prior to PS&E development
    b) Material testing during construction
16. Perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.
17. Construction Management:
    a) Construction Inspection
    b) Construction Staking
    c) R.O.W. Staking

Additional Services to be negotiated by Supplemental Agreement.

# EXHIBIT C
-Work Schedule

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.

# EXHIBIT D

-Engineer’s Contract Rates

# EXHIBIT D
# Engineer's Contract Rates

**Direct Labor**

| Labor/Staff Classification | Contract Rate |
|---|---|
| Principal | $260.14 |
| Project Manager | $226.54 |
| Senior Structural Engineer | $182.82 |
| Senior Engineer | $182.82 |
| Project Engineer | $155.36 |
| Design Engineer | $120.24 |
| Engineer in Training (EIT) | $108.97 |
| Senior Engineering Tech | $117.43 |
| Engineer Tech | $105.50 |
| CADD Operator | $93.94 |
| Admin/Clerical | $98.64 |

Contract Rates include labor, overhead, and profit

All rates are not subject to change or adjustment.

# EXHIBIT E
-Work Authorization

# HIDALGO COUNTY
## Professional Engineering Services
## Contract # C-13-188-02-11
## Work Authorization Form

# 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 **Engineer** 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.1 shall be funded through funding source:
Account No**.** _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate ***upon completion of scopes of the work authorization***.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Joseph Palacios as to content and detail of this **Work Authorization No.** ___.

**HIDALGO COUNTY PRECINCT No. 4**

**BY: _____**
**Joseph Palacios, Commissioner**

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____**,** 2014.

**THE ENGINEER:**
**TEDSI INFRASTRUCTURE GROUP, INC.**

**By: _____**
**Jesse Salinas, Principal**

**THE OWNER:**
**HIDALGO COUNTY**

**By:_____**
**Ramon Garcia, County Judge**

**ATTEST:**

**By: _____**
**Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

# EXHIBIT F
-Supplemental Agreement Form

**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

## SUPPLEMENTAL AGREEMENT No. __
TO AGREEMENT FOR PROFESSIONAL SERVICES

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 _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2013** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article ___ of the **Agreement**, (article title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the contract to _____

**AGREEMENT**

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article 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:**_____

**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): 9/18/2013

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: Nicole Schlueter |
|---|---|
| Higginbotham Insurance Agency, Inc.<br>1500 Citywest Blvd., Suite 500<br>Houston TX 77042 | PHONE (A/C, No, Ext): 713-965-7406 FAX (A/C, No): 713-952-9939<br>E-MAIL ADDRESS: nschlueter@higginbotham.net |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : American Casualty Co of Reading PA | 20427 |
| INSURER B : Continental Insurance Company | 35289 |
| INSURER C : Continental Casualty Company | 20443 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

| INSURED | |
|---|---|
| TEDSI Infrastructure Group, Inc.<br>738 Highway 6 South, Suite 430<br>Houston TX 77079 | TEDSI |

**COVERAGES** **CERTIFICATE NUMBER:** 1642669567 **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**<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC | | | B1075066054 | 9/11/2013 | 9/11/2014 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $1,000,000<br>$300,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | B2097261054 | 9/11/2013 | 9/11/2014 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $1,000,000<br>$<br>$<br>$<br>$ |
| C | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | B2090503299 | 9/11/2013 | 9/11/2014 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $2,000,000<br>$2,000,000<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N N/A<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC268980107 | 9/11/2013 | 9/11/2014 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| C | Professional Liability | | | AEH113771047 | 9/11/2013 | 9/11/2014 | Each Claim<br>Aggregate | $2,000,000<br>$2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

County of Hidalgo is named as additional insured with respects to general liability and automobile policies, but only the specific risk and liabiities assumed under written contract with the named insured and subject to policy conditions. Blanket Additional Insured endorsement is attached to the automobile liability and general liability policies.

**CERTIFICATE HOLDER**

Hidalgo County
New Administration Building
2802 S. Business Hwy 281
Edinburg TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# EXHIBIT E

-Work Authorization

# HIDALGO COUNTY

## Professional Engineering Services

## Contract # C-13-188-02-11

## Work Authorization Form

# WORK AUTHORIZATION NO. 1

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **TEDSI INFRASTRUCTURE GROUP INC.**, professional engineers of Mission, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide
Plans, Specifications & Estimates (PS&E) Engineering Services for the reconstruction of Mon Mack Rd from Mile 11N Rd north for 0.4 miles

The scope of services to be provided by the **Owner** is identified in ***ATTACHMENT "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 ***ATTACHMENT "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 **$ 25,000.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **ATTACHMENT "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 **6** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.1 shall be funded through funding source:
Account No. 4-1303-431-00-124-144-0-731
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 #4,** Commissioner Joseph Palacios as to content and detail of this **Work Authorization No. 1**.

**HIDALGO COUNTY PRECINCT No. 4**

**BY: _____**
**Hon. Joseph Palacios, Commissioner**

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____**,** 2014.

**THE ENGINEER:**
**TEDSI INFRASTRUCTURE GROUP CONSULTING ENGINEERS**

**By: _____**
**Jesse Salinas, Principal**

**THE OWNER:**
**HIDALGO COUNTY**

**By:_____**
**Ramon Garcia, County Judge**

**ATTEST:**

**By: _____**
**Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Scope of Services to be provided by the Owner
ATTACHMENT "B" - Scope of Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

# ATTACHMENT "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 the Project.

The **OWNER** will provide to the **ENGINEER** the following:

1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

4) Provide any available relevant data the **OWNER** may have on file concerning the project.

5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed- upon work schedule prepared in accordance with Attachment "C" of this Agreement.

6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

7) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.

8) Assist the **ENGINEER** as required in the coordination with regulatory agencies.

9) Review and approve the Project design criteria.

10) Review and approve change orders as required and prepared by the **ENGINEER**.

# ATTACHMENT "B"
# Scope of Services to be Provided by the Engineer

**Mon Mack Rd – Mile 11N Rd north for 0.4 miles**

The **Engineer** shall provide the following engineering services required for the preparation of the plans, specifications and estimates (PS&E) for **Mon Mack Rd**. The **Engineer** shall maintain a direct line of communication and coordinate very closely with the Hidalgo County Pct 4.

## A. BASIC ENGINEERING DESIGN SERVICES

### UTILITIES

1. Coordinate and attend utility coordination meetings. Provide copies of plans to the utility companies at 60% and final plan submittals.
2. Coordinate with utility companies to determine areas of conflicts.

### ROADWAY DESIGN CONTROLS

1. Develop Typical Sections – No pavement design will be completed as part of the scope of work. Pavement section will be based on Hidalgo County roadway standard for class "C" Pavement collector (2" ACP, 8" Flexible Base with 2% lime and 12" Subgrade with 6% lime). Asphalt = 24'wide, Flexible base = 26' wide, Subgrade = 28'wide.
2. Prepare plan and profile sheets for Mon Mack Rd as required for widening and/or reconstruction.
3. Mon Mack Rd will tie in Mile 11N Rd intersection. No plan and profile sheets will be prepared for Mile 11N Rd.
4. Determine roadway quantities, including cut and fill quantities, and prepare quantity summary sheet.

### DRAINAGE

1. Coordinate all drainage design with Hidalgo County Pct 4 and Hidalgo County Drainage District No.1.
2. Identify the drainage watersheds for this project, by means of site visits, as built-plans, USGS data, Pct 4 Drainage Studies and Survey information.
3. Calculate the existing and proposed discharge values, analyze the existing outfall channels & storm sewer systems all for a 2 yr design frequency.
4. Design and develop drainage structures to tie in to future J09 outfall improvements
5. Compute and summarize all drainage quantities.
6. Select all drainage standards and develop all miscellaneous drainage details.
7. Storm Water Pollution Prevention Plan (SW3P)
   a) Develop SW3P Narrative
   b) Develop SW3P Plans. SW3P controls may include but are not limited to temporary sediment fence, construction exits, and rock berms.
   c) Compute and summarize all SW3P quantities.

### MISCELLANEOUS (ROADWAY)

1. Develop Miscellaneous Roadway Details.
2. Prepare Advance Warning Signage and Barricades at intersecting roadways.
   a) Traffic Control Plan will be developed based on street closures.
3. Prepare Title Sheet and Index sheets.
4. Calculate project quantities and prepare quantity summary sheet.

5. Prepare general notes.
6. Prepare driveway tables
7. Prepare list of Standard Drawings to be included in the plans.
8. Assemble plans for project milestones. Two reproducible paper (11" x 17") copies of the plans shall be submitted to the Pct 4 at the 60% and final design completion stages.
9. Upon completion of the review of the final plans, 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.
10. Coordinate with Pct 4 and other agencies.
11. Develop and assemble Preliminary Construction Cost Estimates at 60% and final plan milestone submittals.
12. Develop Roadway Design Criteria.

**SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION**

1. Signing and Pavement Markings are to be shown on roadway P&P

**CONSTRUCTION SUPPORT**

1. Prepare Bid Documents
2. Attend and Coordinate Pre-bid Conference
3. Evaluate Bids
4. Make Award Recommendation
5. Assist County with preparation of Contract Documents.
6. Attend and Coordinate Pre-construction Conference.
7. Site visit once a week during construction.
8. Respond to Request for Information (RFI) from Contractor
9. Review Pay Requests
10. Preparation of Change Orders
11. Final Site Visit
12. Record Drawings

**B. <u>FIELD DESIGN SURVEY SERVICES</u>**

**FIELD SURVEYING**

1. Cross Sections
   a) Provide cross sections every 100' up to existing apparent Right Of Way (ROW) line
   b) Cross section for drainage channels. Three sections (0 ft, 100 ft and 200 ft) down and upstream of proposed outfall as required.
2. Topographics survey of entire project length including:
   a) Topography within existing apparent ROW.
   b) Topography shall start at 100 foot south of Mile 11.
   c) Topography shall include any existing drainage crossings.
   d) Intersections for 100 feet within project's area
   e) Include flow lines, size and direction of irrigation and drainage channels/structures
   f) Include utilities and drainage structures
   g) Perform one-call (Dig Tess) and identify and locate utilities (within limits of R.O.W.) as flagged/marked by utility companies
   h) Provide copies of all utility maps obtained from utility companies along with one call (Dig Tess) documentation/confirmation.

i) Provide list of each utility contact person
j) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains
k) Survey sanitary sewer manholes downstream and upstream of project to determine flow and connectivity.
l) Locate proposed soil core holes as drilled.
m) 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.
n) Establish 2 benchmarks for project control.
o) Provide project ties at limits of project in order to provide adequate length to establish grades.
p) Determine apparent ROW based on existing features, i.e. fences, power lines, corner pins, etc.

**C. ADDITIONAL SERVICES NOT INCLUDED AS PART OF THIS PROJECT**

1. Utility Design
2. ROW Survey and Acquisition Services
3. Traffic Studies
4. No separate sign, pavement marking, sign details or summaries will be prepared.
5. Signalization
6. Design of irrigation ditches and lines
7. Construction staking
8. Right of Way recovery and or documents.
9. Development of specifications.
10. Submittal of documents to other agencies: Pct 4 to submit required documents (prepared by TEDSI)
11. Design of new drainage outfalls (design to tie into existing outfalls)
12. All Environmental Services and Site Assessment and necessary permits in regards to:
    a) Impacts
    b) Wetlands
    c) Endangered species
    d) Historic/archaeological/cultural
    e) Assist in developing a public involvement plan.
13. Coordination with regulatory agencies
14. Advertisement and award of construction contract
15. Geotechnical Services:
    a) Pavement section design or testing prior to PS&E development
    b) Material testing during construction
16. Perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.
17. Construction Management:
    a) Construction Inspection
    b) Construction Staking
    c) R.O.W. Staking

Additional Services to be negotiated by Supplemental Agreement.

# ATTACHMENT "C"

Work Schedule

**Mon Mack Rd - Mile 11N Rd north for 0.4 miles**

| Task | Months from Notice to Proceed | | | | |
|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 |
| **Field Survey** | ■ | | | | |
| **Engineering Design** | | ■ | ■ | | |
| **Construction Support** | | | | ■ | ■ |

# ATTACHMENT "D"

Cost Proposal

| Mon Mack Rd - Mile 11N Rd north for 0.4 miles | | | |
|---|---|---|---|
| Rate = $500K/mile | | | |
| **Construction Cost** | | = | **$200,000.00** |
| | | | |
| **Engineering Services** | | | |
| **Basic Engineering Design Services Fee at** | 10% | = | $20,000.00 |
| **Field Design Survey Services Fee at** | 2.5% | = | $5,000.00 |
| | **Total Engineering Services** | | **$25,000.00** |

**Zimbra** **leticia.saenz@co.hidalgo.tx.us**

# RE: Review & Approve-Contract#s C-13-188-02-11 (Mon Mack Proj) & C-13-188-02-11 (Roosevelt Proj) - TEDSI - Pct 4

**From :** Steve Crain <scrain@atlashall.com> Mon, Feb 03, 2014 04:31 PM

**Subject :** RE: Review & Approve-Contract#s C-13-188-02-11 (Mon Mack Proj) & C-13-188-02-11 (Roosevelt Proj) - TEDSI - Pct 4 1 attachment

**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Both TEDSI agreements are OK.

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**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Monday, February 03, 2014 4:13 PM
**To:** Steve Crain; Marynel Trevino
**Cc:** Martha Salazar; Darlene H. Betancourt; Maria Lucio
**Subject:** Review & Approve-Contract#s C-13-188-02-11 (Mon Mack Proj) & C-13-188-02-11 (Roosevelt Proj) - TEDSI - Pct 4
**Importance:** High

Good afternoon, Mr. Crain-

Please review and approve as to form professional services agreements (attached hereto) and as mentioned below:

a) Contract# **C-13-188-02-11-TEDSI - Mon Mack Road Project** - Precinct 4
b) Contract# **C-13-189-02-11-TEDSI- Roosevelt Road Project** - Precinct 4

***Note: will be placed on the next CC agenda for final approval.

Please advise.

Thanks.

***Leticia H. Saenz, CPPB/Contracts Manager***
*Hidalgo County Purchasing Department*
*2812 South Business Highway 281*
*Edinburg, Texas 78539*
***P****(956) 318-2626* ***F****(956) 318-2629*
*Email:* leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

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**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

**AGREEMENT FOR PROFESSIONAL SERVICES**
**C-13-189-02-11**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioners Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP, INC.** Professional engineers of **MISSION, TEXAS**, hereinafter called the "**Engineer**".

**WITNESSETH:**

**WHEREAS**, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for *"**JOB SPECIFIC"*** **– ROOSEVELET ROAD PROJECT** located within **HIDALGO COUNTY PRECINCT NO. 4,** hereinafter referred to as the ("**Project**").

**WHEREAS**, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

**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**, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 4, in accordance to **Exhibit "A-1"** Request for Qualifications (RFQ) Procurement Packet.

**NOW, THEREFORE,** 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 as identified in **EXHIBIT "B"-** Services to Provided by the Engineer, attached hereto and made a part of this agreement.

**2.2 Classification of Services** For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

**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. exchange for such services.

**2.4 Non-Exclusive Services of Engineer** Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

**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 shall be for a period of **one (1) year, commencing, February 11, 2014 expiring, February 10, 2015;** (hereinafter referred to as the ("**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or

obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

**3.2 Extension of the Termination Date**. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

**3.4 Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of

this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to

the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

**ARTICLE 4. Progress and Coordination**. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to

determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

**5.1** ***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 "D"**-**Engineer Contract Rates**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

**5.2** ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

**I. 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 Request for Payment**. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the

**Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

**6.2 Final Payment**. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1, hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay**. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, 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** finds 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, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E")** are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a

reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

**ARTICLE 18. Engineer's Resources**. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Project Manager.** The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall

have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.3 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification**. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors")** shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitors")** 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 therefrom 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 Workers 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, workers 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 franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

**ARTICLE 26. Disputes**. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

**ARTICLE 27. Severability**. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 28. Notices**. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

| | |
|---|---|
| **OWNER:** | **ENGINEER**: |
| **Hidalgo County** | **TEDSI Infrastructure Group, Inc.** |
| **302 West University Drive** | **1201 E. Expressway 83** |
| **Edinburg, Texas 78539** | **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.

**WITNESS WHEREOF,** the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2014.

**ENGINEER:**
**TEDSI INFRASTRUCTURE GROUP, INC.**

**BY:**_____
Jesse Salinas, Principal

**OWNER:**
**HIDALGO COUNTY**

**BY**:_____
Ramon Garcia, County Judge

**ATTEST:**

**BY:**_____
Arturo Guajardo, Jr., County Clerk

***Approved by Commissioner's Court on: _____2014.***

**APPROVED AS TO FORM:**
Atlas, Hall & Rodriguez, L.L.P.

**BY:**_____
Stephen L. Crain, Attorney

**ATTACHMENTS:**

| | |
|---|---|
| **EXHIBIT A** | -Scope of Services to be provided by the Owner |
| **EXHIBIT B** | -Scope of Services to be provided by the Engineer |
| **EXHIBIT C** | -Work Schedule |
| **EXHIBIT D** | -Engineer's Rates |
| **EXHIBIT E** | -Work Authorization Form |
| **EXHIBIT F** | -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
(956) 318-2626/ Fax: (956) 318-2629

November 12, 2012

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: 2013-002-12-05-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
(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: 2013-002-12-05-YZV**


| Item | Description | No. of Pages |
|---|---|---|
| 1. | Request for Qualifications Letter | 1 |
| 2. | Request for Qualifications, Legal Notice | 9 |
| 3. | Exhibit A, Requirements | 9 |
| 4. | Exhibit B, Evaluation Criteria | 3 |
| 5. | Attachment B –Procurement Form –Areas of Specialization | 1 |
| 6. | Exhibit C, Insurance Requirements, | 4 |
| 7. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 8. | Exhibit E, Proposer's Affidavit | 1 |
| 9. | Vendor/Bidder Application and W-9 form | 6 |
| 10. | Certification Regarding Debarment | 1 |
| 11. | RFQ Submittal Check List | 1 |


The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 12, 2012
Date

# REQUEST FOR QUALIFICATIONS (RFQ)

## HIDALGO COUNTY

(Including all funding sources, programs, and entities)

## "Professional Engineering Services Pool"

**RFQ NO: 2013-002-12-05-YZV**

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
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, seven (7) copies of all qualifications and two (2) 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.: 2013-002-12-05-"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, DECEMBER 05, 2012.**

**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.** | **December 05, 2012** |
| Award of Contract | _____, 2013 |
| Commence Work or Deliver Products | _____, 2013 |

## 16. HIDALGO COUNTY HOLIDAYS

| 2013 YEAR | |
|---|---|
| New Year's Day | 12/31/12 and 01/01/13 |
| Martin Luther King Day | 01/21/13 |
| President's Day | 02/18/13 |
| Good Friday | 03/29/13 |
| Easter | 01/01/13 |
| Memorial Day | 05/27/13 |
| Independence Day | 07/04/13 |
| Labor Day | 09/02/13 |
| Veteran's Day | 11/11/13 |
| Thanksgiving Day | 11/28/13 and 11/29/13 |
| Christmas Day | 12/24/13 and 12/25/13 |

## 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, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  **Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.**

  **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.**

**20.** 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.

**21.** 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.

**22.** 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.

**23.** 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.

**24.** 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.

**25.** 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.

**26.** 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.

**27.** 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.

**28.** 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.

**29.** 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.

**30.** 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.

**31.** 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 **February 9, 2013 and ending February 08, 2014**. 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, December 05, 2012. 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, seven (7) copies and two (2) 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 labeled with the Company's name, RFQ Number** *2012-002-12-05-YZV* **, Project Title** *Professional Engineering Services Pool***, 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 sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**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 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 Monday, November 19, 2012** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, November 21, 2012. 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:**
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 may 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.

What does your firm specialize in?_____

Minimum experience: Years? _____ Projects? _____

**PERSONNEL AND STAFFING:**
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**
This section will contain any current licenses and/or certifications and assurance as required by the STATE OF TEXAS. The engineering firm(s) should include copies of their Professional Liability Insurance.

**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/EVALUATION PROCESS:**
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, 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**
   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**

   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**
   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**
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. 2013-002-12-05-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

## 1. PROFFESIONAL 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 contract for counties, cities, irrigation districts, or other clients as stated in the Request for Qualifications (RFQ). 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).

# EVALUATION CRITERIA
# PROFESSIONAL ENGINEERING SERVICES POOL
# RFQ No. 2013-002-12-05-YZV

| 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: 2013-002-12-05-YZV**

| | |
|---|---|
| Name and Address of Firm: | _____<br>_____<br>_____ |
| Principals of Firm and Titles: | _____<br>_____<br>_____ |
| 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)

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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE<br>FIRE DAMAGE (Any one fire)<br>MED (Any one person)<br>PERS & ADV INJURY<br>AL AGGREGATE<br>ODUCTS – COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT<br>OTHER THAN AUTO ONLY EA ACC<br>AGG | $<br>$<br>$ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE<br>AGGREGATE | $<br>$ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILIT** | | | | WC STATU-TORY LIMITS ☐ OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$<br>$<br>$ |
| | **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**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>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 or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** **Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3** **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# EXHIBIT "E"
# PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION**
**NON-CONFILICT OF INTERST, AND ANTI-LOBBYING**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or 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 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, in person or regular mail to: 2802 South 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:**

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: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

**Print or type** See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**Employer identification number**

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)
**REQUEST FOR QUALIFICATIONS**
**PROFESSIONAL ENGINEERING SERVICES POOL**

**RFQ No.: 2013-002-12-05-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" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 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 the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

**(6)** Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

*Public Meetings*

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

# EXHIBIT B

-Scope of Services to be provided by the Engineer

# ATTACHMENT "B"

**Services to be Provided by the Engineer**

**Roosevelt Rd - Junction with Owassa Rd to FM 1423 (Valverde Rd)**
**Approximately 0.5 miles**

The **Engineer** shall provide the following engineering services required for the preparation of the plans, specifications and estimates (PS&E) for **Roosevelt Rd**. The **Engineer** shall maintain a direct line of communication and coordinate very closely with the Hidalgo County Pct 4.

## A. BASIC ENGINEERING DESIGN SERVICES

### UTILITIES

1. Coordinate and attend utility coordination meetings. Provide copies of plans to the utility companies at 60% and final plan submittals.
2. Coordinate with utility companies to determine areas of conflicts.

### ROADWAY DESIGN CONTROLS

1. Develop Typical Sections – No pavement design will be completed as part of the scope of work. Pavement section will be based on Hidalgo County roadway standard for class "C" Pavement collector (2" ACP, 8" Flexible Base with 2% lime and 12" Subgrade with 6% lime). Asphalt = 24'wide, Flexible base = 26' wide, Subgrade = 28'wide and roadside ditches.
2. Prepare plan and profile sheets for roadway and intersecting streets as required for widening and/or reconstruction.
3. Determine roadway quantities, including cut and fill quantities, and prepare quantity summary sheet.

### DRAINAGE

1. Coordinate all drainage design with Hidalgo County Pct 4 and Hidalgo County Drainage District No.1.
2. Identify the drainage watersheds for this project, by means of site visits, as built-plans, USGS data, Pct 4 Drainage Studies and Survey information.
3. Calculate the existing and proposed discharge values, analyze the existing outfall channels & storm sewer systems all for a 2 yr design frequency.
4. Culvert design
5. Design and develop outfall to drainage outfalls in the vicinity of Roosevelt Rd/Owassa Rd junction.
6. Compute and summarize all drainage quantities.
7. Select all drainage standards and develop all miscellaneous drainage details.
8. Storm Water Pollution Prevention Plan (SW3P)
   a) Develop SW3P Narrative
   b) Develop SW3P Plans. SW3P controls may include but are not limited to temporary sediment fence, construction exits, and rock berms.
   c) Compute and summarize all SW3P quantities.

### MISCELLANEOUS (ROADWAY)

1. Develop Miscellaneous Roadway Details.
2. Prepare Advance Warning Signage and Barricades at intersecting roadways.
   a) Traffic Control Plan will be developed based on street closures.
3. Prepare Title Sheet and Index sheets.
4. Calculate project quantities and prepare quantity summary sheet.

5. Prepare general notes.
6. Prepare driveway tables
7. Prepare list of Standard Drawings to be included in the plans.
8. Assemble plans for project milestones. Two reproducible paper (11" x 17") copies of the plans shall be submitted to the Pct 4 at the 60% and final design completion stages.
9. Upon completion of the review of the final plans, 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.
10. Coordinate with Pct 4 and other agencies.
11. Develop and assemble Preliminary Construction Cost Estimates at 60% and final plan milestone submittals.
12. Develop Roadway Design Criteria.

**SIGNING, PAVEMENT MARKINGS**

1. Signing and Pavement Markings are to be shown on roadway P&P

**CONSTRUCTION SUPPORT**

1. Prepare Bid Documents
2. Attend and Coordinate Pre-bid Conference
3. Evaluate Bids
4. Make Award Recommendation
5. Assist County with preparation of Contract Documents.
6. Attend and Coordinate Pre-construction Conference.
7. Site visit once a week during construction.
8. Respond to Request for Information (RFI) from Contractor
9. Review Pay Requests
10. Preparation of Change Orders
11. Final Site Visit
12. Record Drawings

**B. SPECIAL ENGINEERING DESIGN SERVICES**

**TRAFFIC SIGNALIZATION**

The Engineer shall inventory traffic signal at the intersection of Roosevelt Rd at FM 1423 (Valverde Rd). Traffic signal shall be designed as a modifications as per requirements set forth in TXDOT's standards.

General Requirements:

- Contact Local Utility Company, conduct joint field investigation, determine service drop locations, determine need for adjustment of overhead utility lines.
- Select TXDOT standard drawings.
- Signal configuration shall be span wire with luminaires on signal poles.

Traffic Signal Layouts to include the following layouts:

- General Notes
- Summary - Traffic Signal
- Existing Conditions Layout (single bank 1"=50')

- Proposed Signal Layouts (single bank 1"=60') shall include the following:
  - Legend
  - Notes
  - Signal configuration type
  - Detection location
  - Controller location/type
  - Ground box location/type
  - Wiring/Conduit location
  - Signal head orientation
  - Luminaires location/orientation
  - Overhead signs location
  - Phasing/Phase sequence diagram
  - Electrical schedule
  - Detector schedule
  - Signal head schedule
  - Foundation schedule
  - Sign details schedule
  - Timing chart (isolated)
  - Electrical service data

**IRRIGATION**

1. Coordination with Irrigation District for development of inverted siphon or culvert crossing.
2. Design and detail inverted siphon or culvert crossing.

## C. FIELD DESIGN SURVEY SERVICES

**FIELD SURVEYING**

1. Cross Sections
   a) Provide cross sections every 100' up to existing apparent Right Of Way (ROW) line
   b) Cross section for drainage channels. Three sections (0 ft, 100 ft and 200 ft) down and upstream of proposed outfall as required.
2. Topographics survey of entire project length including:
   a) Topography within existing apparent ROW.
   b) Topography shall include any existing drainage crossings.
   c) Intersections for 100 feet within project's area
   d) Include flow lines, size and direction of irrigation and drainage channels/structures
   e) Include utilities and drainage structures
   f) Perform one-call (Dig Tess) and identify and locate utilities (within limits of R.O.W.) as flagged/marked by utility companies
   g) Provide copies of all utility maps obtained from utility companies along with one call (Dig Tess) documentation/confirmation.
   h) Provide list of each utility contact person
   i) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains
   j) Survey sanitary sewer manholes downstream and upstream of project to determine flow and connectivity.
   k) Locate proposed soil core holes as drilled.
   l) 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.

m) Establish 2 benchmarks for project control.
n) Provide project ties at limits of project in order to provide adequate length to establish grades.
o) Determine apparent ROW based on existing features, i.e. fences, power lines, corner pins, etc.

**D. ADDITIONAL SERVICES NOT INCLUDED AS PART OF THIS PROJECT**

1. Utility Design
2. ROW Survey and Acquisition Services
3. Traffic Studies
4. No separate sign, pavement marking, sign details or summaries will be prepared.
5. Design of irrigation ditches and lines
6. Bridge Design
7. Construction staking
8. Right of Way recovery and or documents.
9. Development of specifications.
10. Submittal of documents to other agencies: Pct 4 to submit required documents (prepared by TEDSI)
11. Design of new drainage outfalls (design to tie into existing outfalls)
12. All Environmental Services and Site Assessment and necessary permits in regards to:
    a) Impacts
    b) Wetlands
    c) Endangered species
    d) Historic/archaeological/cultural
    e) Assist in developing a public involvement plan.
13. Coordination with regulatory agencies
14. Advertisement and award of construction contract
15. Geotechnical Services:
    a) Pavement section design or testing prior to PS&E development
    b) Material testing during construction
16. Perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.
17. Construction Management:
    a) Construction Inspection
    b) Construction Staking
    c) R.O.W. Staking

Additional Services to be negotiated by Supplemental Agreement.

# EXHIBIT C
-Work Schedule

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.

# EXHIBIT D

-Engineer’s Contract Rates

# EXHIBIT D
# Engineer's Contract Rates

**Direct Labor**

| Labor/Staff Classification | Contract Rate |
|---|---|
| Principal | $260.14 |
| Project Manager | $226.54 |
| Senior Structural Engineer | $182.82 |
| Senior Engineer | $182.82 |
| Project Engineer | $155.36 |
| Design Engineer | $120.24 |
| Engineer in Training (EIT) | $108.97 |
| Senior Engineering Tech | $117.43 |
| Engineer Tech | $105.50 |
| CADD Operator | $93.94 |
| Admin/Clerical | $98.64 |

Contract Rates include labor, overhead, and profit

All rates are not subject to change or adjustment.

# EXHIBIT E
-Work Authorization

# HIDALGO COUNTY
## Professional Engineering Services
## Contract # C-13-189-02-11
## Work Authorization Form

# 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 **Engineer** 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.1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate ***upon completion of scopes of the work authorization***.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by **Hidalgo County Precinct #4,** Commissioner Joseph Palacios as to content and detail of this **Work Authorization No.** ___.

**HIDALGO COUNTY PRECINCT No. 4**

**BY: _____**
**Joseph Palacios, Commissioner**

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____**,** 2014.

**THE ENGINEER:**
**TEDSI INFRASTRUCTURE GROUP, INC.**

**By: _____**
**Jesse Salinas, Principal**

**THE OWNER:**
**HIDALGO COUNTY**

**By:_____**
**Ramon Garcia, County Judge**

**ATTEST:**

**By: _____**
**Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

# EXHIBIT F
-Supplemental Agreement Form

**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

## SUPPLEMENTAL AGREEMENT No. __
TO AGREEMENT FOR PROFESSIONAL SERVICES

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 _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2013** concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article ___ of the **Agreement**, (article title), establishes _____; and,

**WHEREAS**, it has become necessary to amend the contract to _____

**AGREEMENT**

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article 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:**_____

**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): 9/18/2013

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: Nicole Schlueter |
|---|---|
| Higginbotham Insurance Agency, Inc.<br>1500 Citywest Blvd., Suite 500<br>Houston TX 77042 | PHONE (A/C, No, Ext): 713-965-7406 FAX (A/C, No): 713-952-9939<br>E-MAIL ADDRESS: nschlueter@higginbotham.net |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : American Casualty Co of Reading PA | 20427 |
| INSURER B : Continental Insurance Company | 35289 |
| INSURER C : Continental Casualty Company | 20443 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

| INSURED | |
|---|---|
| TEDSI Infrastructure Group, Inc.<br>738 Highway 6 South, Suite 430<br>Houston TX 77079 | TEDSI |

**COVERAGES** **CERTIFICATE NUMBER:** 1642669567 **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**<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC | | | B1075066054 | 9/11/2013 | 9/11/2014 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $1,000,000<br>$300,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | B2097261054 | 9/11/2013 | 9/11/2014 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $1,000,000<br>$<br>$<br>$<br>$ |
| C | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | B2090503299 | 9/11/2013 | 9/11/2014 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $2,000,000<br>$2,000,000<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N N/A<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC268980107 | 9/11/2013 | 9/11/2014 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| C | Professional Liability | | | AEH113771047 | 9/11/2013 | 9/11/2014 | Each Claim<br>Aggregate | $2,000,000<br>$2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

County of Hidalgo is named as additional insured with respects to general liability and automobile policies, but only the specific risk and liabiities assumed under written contract with the named insured and subject to policy conditions. Blanket Additional Insured endorsement is attached to the automobile liability and general liability policies.

**CERTIFICATE HOLDER**

Hidalgo County
New Administration Building
2802 S. Business Hwy 281
Edinburg TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Zimbra** **leticia.saenz@co.hidalgo.tx.us**

# RE: Review & Approve-Contract#s C-13-188-02-11 (Mon Mack Proj) & C-13-188-02-11 (Roosevelt Proj) - TEDSI - Pct 4

**From :** Steve Crain <scrain@atlashall.com> Mon, Feb 03, 2014 04:31 PM

**Subject :** RE: Review & Approve-Contract#s C-13-188-02-11 (Mon Mack Proj) & C-13-188-02-11 (Roosevelt Proj) - TEDSI - Pct 4 1 attachment

**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Both TEDSI agreements are OK.

---

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Monday, February 03, 2014 4:13 PM
**To:** Steve Crain; Marynel Trevino
**Cc:** Martha Salazar; Darlene H. Betancourt; Maria Lucio
**Subject:** Review & Approve-Contract#s C-13-188-02-11 (Mon Mack Proj) & C-13-188-02-11 (Roosevelt Proj) - TEDSI - Pct 4
**Importance:** High

Good afternoon, Mr. Crain-

Please review and approve as to form professional services agreements (attached hereto) and as mentioned below:

a) Contract# **C-13-188-02-11-TEDSI - Mon Mack Road Project** - Precinct 4
b) Contract# **C-13-189-02-11-TEDSI- Roosevelt Road Project** - Precinct 4

***Note: will be placed on the next CC agenda for final approval.

Please advise.

Thanks.

***Leticia H. Saenz, CPPB/Contracts Manager***
*Hidalgo County Purchasing Department*
*2812 South Business Highway 281*
*Edinburg, Texas 78539*
***P****(956) 318-2626* ***F****(956) 318-2629*
*Email:* leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

---

**~WRD027.jpg**
825 B

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**Zimbra** **leticia.saenz@co.hidalgo.tx.us**

# RE: Contract #C-13-334-02-11-Terracon Consulting, Inc.-Pct 4 (Mile 17.5-Russell Road)

**From :** Steve Crain <scrain@atlashall.com> Thu, Feb 06, 2014 07:39 AM

**Subject :** RE: Contract #C-13-334-02-11-Terracon Consulting, Inc.-Pct 4 (Mile 17.5-Russell Road) 1 attachment

**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is OK.

---

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Wednesday, February 05, 2014 5:27 PM
**To:** Steve Crain; Marynel Trevino
**Cc:** maria lucio; Martha Salazar; Darlene H. Betancourt
**Subject:** Contract #C-13-334-02-11-Terracon Consulting, Inc.-Pct 4 (Mile 17.5-Russell Road)

Mr. Crain-

Please review and approve as to form, attached hereto, professional services agreement **#C-13-334-02-11-Terracon Consulting, Inc.** for the purposes of **"Construction Material Testing"** for **"job specific"** Project: **"Mile 17.5 - Russell Road in Precinct 4.**

*** Note: will be placed for approval on the next CC agenda for final approval.*

Please advise.

Thank you.

***Leticia H. Saenz, CPPB/Contracts Manager***
*Hidalgo County Purchasing Department*
*2812 South Business Highway 281*
*Edinburg, Texas 78539*
***P**(956) 318-2626 **F**(956) 318-2629*
*Email: leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

# EXHIBIT E
-Work Authorization

# HIDALGO COUNTY
## Professional Engineering Services
## Contract # C-13-281-11-19
## Work Authorization Form

# AMENDMENT NO. 1
## to
# 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, **LAZCAMREA, LLC** d/b/a **FULCRUM CONSUTLING SERVICES,** professional engineers of **La Feria, Texas**, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**
The purpose of this Work Authorization is for the **Engineer** to provide
Fulcrum Consulting Services will provide civil engineering services to include preparation of civil engineering construction documents that will encompass the warehouse building foundation. The range of services will include the following: Topographic Survey, Site Design, Grading Plan, Foundation Design, Construction Staking and TWO (2) Site Visits.

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 **$** 1,068.00 .
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 7 of the Agreement.

**PART 4. FUNDING**
This Work Authorization No.1 shall be funded through funding source:
Account No. 3-1342-419-40-124-126-0-720
Requisition Number 247551 **(MUST BE INCLUDED AFTER CC APPROVAL)**

**PART 5. PERIOD OF SERVICE**
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate ***upon completion of scopes of the work authorization***.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by **Hidalgo County Precinct No. 4,** Commissioner Joseph Palacios as to content and detail of this **Work Authorization No. 1**.

**HIDALGO COUNTY PRECINCT No. 4**

**BY:** _____
**Joseph Palacios, Commissioner**

**PART 8. ACCEPTANCE AND APPROVAL**
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

**THE ENGINEER:**
**LAZCAMREA, LLC** d/b/a
**FULCRUM CONSULTING SERVICES**

_____, P.E.
**By: George Lazaro, P.E.-General Manager**

**THE OWNER:**
**HIDALGO COUNTY**

_____
**By: Ramon Garcia, County Judge**

**ATTEST:**

_____
**By: Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

**Attachment "A"**
**Scope of Services (Owner)**

**Project: Civil Engineering Services for the Warehouse Building Project at Hidalgo County Precint No. 4 offices.**

***SERVICES TO BE PROVIDED BY OWNER***

The **County of Hidalgo** will provide **LAZCAMREA, d/b/a Fulcrum Consulting Services** with **Documents, Plans & Specifications** for the **Warehouse Building Project in Precinct No. 4 Project**

**Attachment "B"**
**Scope of Services**

**Project: Civil Engineering Services for the Warehouse Building Project at Hidalgo County Precint No. 4 offices.**

**General Scope Of Work**

The Scope of Work will entail providing **The County of Hidalgo** with **Civil Engineering Services.**

The Scope of Work is identified as follows:

- **Civil Engineering Services**

Fulcrum Consulting Services will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

**Civil Engineering Services**

**LAZCAMREA, d/b/a Fulcrum Consulting Services** will provide civil engineering services for **Hidalgo County Pct. No.** 4 to include the preparation of civil plans and specifications for the Warehouse Building Project.

Fulcrum Consulting Services understands that our scope of services will include the preparation of civil engineering construction documents that will encompass the warehouse building foundation. The range of services will include the following:

- Topographic survey
- Site Design
- Grading Plan
- Foundation Design to include details
- Construction Staking
- TWO (2) Site visits

**Hidalgo County Pct. No. 4** will be responsible for obtaining any necessary permits

**Schedule**

Based on the requested services, it is estimated that the Topographic Survey, Site Design, Grading Plan, Foundation Design, and Construction Staking can take approximately FOUR (4) to SIX (6) weeks to complete. We anticipate that the topographic survey can usually begin within FOUR (4) to FIVE (5) days following notice to proceed, weather conditions permitting.

**Attachment "C"**
**Work Schedule**

**Project: Civil Engineering Services for the Warehouse Building Project at Hidalgo County Precint No. 4 offices.**

*Work Schedule*

**LAZCAMREA, d/b/a Fulcrum Consulting Services** will provide **Hidalgo County Pct. No. 4** with **Civil Engineering Services** as outlined in **Contract Agreement C-13-281-11-19.**

**Attachment "D"**
**Cost Proposal**

**Project: Civil Engineering Services for the Warehouse Building Project at Hidalgo County Precint No. 4 offices.**

**See Attached**

FULCRUM
CONSULTING SERVICES

PLANNERS * ENGINEERS * ARCHITECTS * SURVEYORS

**PROPOSAL #:PN-100813D**

January 24, 2014

Hidalgo County Precinct No. 4
Joseph Palacios, Commissioner
1051 N. Doolittle Rd.
Edinburg, Texas 78542

Re: Warehouse Foundation

Dear Mr Palacios,

Fulcrum Consulting Services (FCS) is pleased to submit this proposal for the preparation of civil plans and specifications for the above referenced project. The plans and specifications will be for the following proposed items

1. Warehouse Foundation Plan - 40'x60'

PROJECT UNDERSTANDING

FCS understands that our scope of services will include the preparation of civil engineering construction documents that will encompass the warehouse building foundation. The range of services will include the following:

a) Topographic survey, site design and grading plan
b) Foundation design to include details, plan and profile
c) Construction staking
d) TWO (2) Site Visits

SCHEDULE

FCS proposes to deliver the civil engineering construction documents in approximately 8 weeks from the time that we receive written authorization to proceed. Completion of these services may be affected by the availability of information from other parties and other factors out of our control.

FEES

The fees to provide the services listed above have been determined on a lump sum basis. Based on the information provided and the proposed scope of work required, FCS will perform the listed civil engineering services for the lump sum of ONE THOUSAND SIXTY-EIGHT DOLLARS ($1,068.00). The fees include the submittal of one electronic copy in PDF format. The breakdown of this lump sum is as follows:

| Item | | Estimated Cost |
|---|---|---|
| 1. Warehouse Foundation (40'x60') | | $9,600.00 |
| | Total = | $9,600.00 |

With an 8% Engineering Fee: $9,600.00 x 8% = $768.00
Each site visit costs $150.00.
The Total Engineering Fee plus site visits is $1,068.00.

The following efforts are not included as part of this proposal but can be performed at an additional expense:

a) Full-time Inspection.

AUTHORIZATION

To authorize our services, please sign and complete the attached proposal authorization and return one copy of the authorized proposal to our office. We will proceed with the work upon receipt of proposal authorization. If you should have any questions or require additional information, please call. We look forward to working with you on this and future projects.

Sincerely,
Fulcrum Consulting Services

Raul Ysquierdo Jr.
FCS Graduate Project Engineer

XC: Fulcrum Consulting Services - Office File

**PROPOSAL AUTHORIZATION**
**Hidalgo County Pct. No. 4**
**Warehouse Project**
**PN-100813D**

Authorization

To execute this proposal, please sign and complete the authorization information below and return one copy of the authorized proposal to our office.

_____ _____
Authorized By (please print) Signature

_____ _____
Title Firm

_____
Address

_____
City State Zip Code Telephone

_____
Date

January 15, 2014

Leticia H. Saenz, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

Telephone # 956-318-2626
Email leticia.saenz@co.hidalgo.tx.us

RE: Proposal
Construction Materials Testing Services
Mile 17½ (between Ware Road and West R.O.W. of HCID No. 1 Canal)
Hidalgo County Precinct 4
N. Ware Road and Russell Road
McAllen, Texas
Proposal No P88130463

Dear Ms. Saenz:

Terracon Consultants, Inc. (Terracon) is pleased to submit this estimate for the construction materials testing services for the above referenced project. We are presenting this proposal to confirm our understanding of the services to be performed for this project, to obtain written authorization to provide these services, and to present the estimated fee to provide these services. **We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.** The following sections outline our understanding of the project and provide a description of the tasks to be performed.

## A. PROJECT INFORMATION

We understand that Hidalgo County Precinct 4 is planning the construction of Mile 17 ½ from Ware Road to West R.O.W. of HCID No. 1 Canal. The Project will include drainage and paving improvements. Terracon's involvement is anticipated to include field and laboratory quality control testing for the duration of the project.

## B. SCOPE OF SERVICES

Terracon will perform materials testing in general accordance with the project specifications. The time required for quality control testing during the construction phase on the project is directly related to the contractor's scheduling and performance. Therefore, our fee for materials testing and observation services will be based upon applicable unit prices and hourly rates. Our anticipated scope of services is as follows:

- Field density/moisture testing and laboratory evaluation of soils;
- Field testing and laboratory evaluation of asphalt concrete materials used during pavement construction.

Experienced field/laboratory personnel will be provided for testing services. All field/laboratory construction materials testing/inspection will be performed under the direction of a 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 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 at a minimum 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 a Certified Engineering Technician on an 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.

## C. COMPENSATION

We estimate the fee of our services to be **$15,010.00.** A breakdown of the fee is outlined in the attached Table 1. **Please recognize that this is an estimate**. We will only invoice for the actual services and required laboratory tests.

In the event that construction activities do not require the time we have estimated, the fee will be lower than our estimated fee. If more services are required due to conditions such as scheduling, inclement weather, or retesting, this fee estimate may be exceeded.

If it becomes apparent to Terracon that the requested services cannot be performed within the estimated fee and proposed testing and observation quantities, we will submit a written request for a change order. Our estimated fee and any services due to change orders will be provided at the unit rates shown in Table 1.

Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received.

The applicable field rate will be invoiced for all hours worked, including travel time, report and sample preparation. Technician time will be invoiced on a portal-to-portal basis from our office. Overtime rates on 1.5 times the regular hourly rate will be charged for time worked outside normal workday hours of 8:00 am to 5:00 pm and over eight (8) hours per day, Monday through Friday and for hours worked on Saturday. Hours worked on Sunday or holiday will be invoiced at the rate of 2.0 times the regular hourly rates. A minimum of three (3)-hour charge will be invoiced per visit to the project site, Project Management/Clerical services will be invoiced on hours worked, unless otherwise noted on the attached Table 1. Hours will be rounded up to the next whole number.

**Scheduling** – It is the responsibility of the contractor or your designated representative to notify Terracon, in advance (minimum of 24 hour notice), for testing services required on this project. Our services will be performed on an as requested basis. Terracon will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to failure to schedule our services on the project. Scheduling for your convenience is handled by our Dispatcher (956) 283-8254.

**Approval** – If this Scope of Services meets with your approval, work may be initiated by returning an original copy of the Agreement for Services to our Pharr office. Project initiation may be expedited by emailing or faxing a copy of this signed Agreement for Services to (956) 283-8279. Unless requested otherwise, a hard copy of this proposal will not be mailed to you.

The terms, conditions and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the proposal date.

We thank you for this opportunity to be of service, and we look forward to working with you on this project. If you have any questions, please contact one of the undersigned at (956) 283-8254.

Sincerely,
**Terracon Consultants, Inc.**

Juan M. Borjon, E.I.T.
Project Manager

Alfonso A. Soto, P.E.
Principal

Enclosure(s): Table 1 Estimated Fee Summary
Certificate of Insurance
Agreement for Services

# TABLE 1
# ESTIMATED FEE SUMMARY

Our fee estimate is in accordance with the time and tests performed as shown below.

## SOILS

Estimate 150 hours field testing and observation @ $43/hour ..... $ 6,450
Estimate 3 standard proctors @ $200/test ..... $ 600
Estimate 1 modified proctors @ $200/test ..... $ 200
Estimate 4 Atterberg Limits @ $60/test ..... $ 240
Estimate 4 sieve analysis (-200) @ $60/test ..... $ 240
Estimate 1 Texas Triaxial Test (TEX 117-E) @ $1,250/test ..... $1,250
Estimate 130 nuclear density tests (every 300 linear feet at every 6" lift) @ $12/test ..... $ 1,560
Estimate 50 vehicle trips @ $20/trip ..... $ 1,000
*Sub-Total (Soils)* ..... *$ 11,540*

## ASPHALT

Estimate 30 hours asphalt observation @ $43/hour ..... $ 1,290
Estimate 2 asphalt mix verification @ $250/test ..... $ 500
Estimate 10 asphalt cores @ $40/core ..... $ 400
Estimate 10 vehicle trips @ $20/trip ..... $ 200
*Sub-Total (Asphalt)* ..... *$ 2,390*

Project Manager 12 hours @ $90/hour ..... *$ 1,080*

*City of McAllen Section (82%)* ..... *$ 12,308.20*
*County Section (18%)* ..... *$ 2,701.80*

*Total Cost* ..... *$ 15,010*

**THE STATE OF TEXAS §**

**§**

**COUNTY OF HIDALGO §**

**PROFESSIONAL SERVICES AGREEMENT**
**C-13-334-02-11**

**THIS AGREEMENT** is made effective the **11th** day of **February, 2014** by and between **HIDALGO COUNTY, TEXAS,** ("County") **PRECINCT No. 4** and **TERRACON CONSULTANTS, INC.** of Mercedes, a Texas Corporation ("Laboratory").

**W I T N E S S E T H:**

**WHEREAS**, the County is vested with the responsibility of providing and **"CONSTRUCTION MATERIALS TESTING SERVICES"** for **"Job Specific"-(Mile 17½ (**between **Ware Road and West R.O.W. of HCID No. 1 Canal)** within **HIDALGO COUNTY PRECINCT No. 4** (the "Services");

**WHEREAS**, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

**WHEREAS**, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the County by providing the Services;

**WHEREAS**, County has selected the Laboratory to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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

**1. Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Laboratory

agrees to provide to County with the work described in Exhibit “B”, “Services to be Performed by the Laboratory”.

**2. Term.** This Agreement is for a period of **One (1) Year** effective **February 11, 2014** and will expire **February 10, 2015** or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each “Work Authorization”.

**3. Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

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

**5. Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit “E” within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit “C,” "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

**6. Reporting.** The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

**7. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be

delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

**8. Suspension of Work.** Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

**9. Progress and Coordination.** The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory 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 Laboratory'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 Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

**a.** problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

**b.** favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

**10. Independent Contractor.** Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits

provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

**11. Subcontracting and Assignment.** The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

**12. Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

**13. Insurance.** Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

**14. Payment of Franchise Tax.** The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

**15. No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

**16. Conflict.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any

provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

**17. Termination by County.** If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

**18. No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**19. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

**20. Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**21. Hold Harmless.** In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and

assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

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

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

| | |
|---|---|
| If to County: | County of Hidalgo<br>Attention: County Judge<br>302 West University Drive<br>Edinburg, Texas 78539 |
| If to Laboratory: | **Terracon Consultants, Inc**.<br>Attn: Jorge A. Flores, P.G./Principal/Office Manager<br>1506 Mid Cities Drive<br>Pharr, Texas 78577 |

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

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

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

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

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

**28. Professional Seal.** All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

**29. 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).

**EXECUTED** as of the day and year first written above.

**COUNTY:**
**COUNTY OF HIDALGO, TEXAS**

By: _____
Hon. Ramon Garcia, County Judge

**LABORATORY:**
**TERRACON CONSULTANTS, INC.**

By: _____

Printed Name Jorge A. Flores

Title: P.G.,Principal / Office Manager

**ATTEST:**

_____
Arturo Guajardo Jr., County Clerk

***Approved by Commissioners' Court on: _____, 2014.***

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

**ATTACHMENTS:**

| | |
|---|---|
| **EXHIBIT A** | -Scope of Services to be provided by the County |
| **EXHIBIT B** | -Scope of Services to be provided by the Laboratory |
| **EXHIBIT C** | -Laboratory's Rates |
| **EXHIBIT D** | -Work Authorization Form |
| **EXHIBIT E** | -Supplemental Agreement Form |
| **EXHIBIT F** | -Certificates of Insurance |

# EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

**Hidalgo County Purchasing Department**
**New Administration Building**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

November 13, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-***"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***
**RFQ No.: 2013-003-12-05-SMA**

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

# Hidalgo County Purchasing Department
## 2812 S. Business Highway 281
## Edinburg, Texas 78539
## (956) 318-2626/ Fax: (956) 318-2629


REQUEST FOR QUALIFICATIONS (RFQ)

# TABLE OF CONTENTS

**HIDALGO COUNTY**
**(Including all funding sources, programs, and entities)**
***"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***
**RFQ NO: 2013-003-12-05-SMA**


| ITEM | DESCRIPTION | NO. OF PAGES |
|---|---|---|
| 1. | Request for Qualifications Letter | 1 |
| 2. | Request for Qualifications, Legal Notice | 9 |
| 3. | Exhibit A, Requirements | 8 |
| 4. | Attachment A- Schedule of Services and Related Fees | 4 |
| 5. | Exhibit B, Evaluation Criteria and Evaluation Form | 2 |
| 6. | Exhibit C, Insurance Requirements, | 4 |
| 7. | Exhibit D, CIQ Conflict of Interest Questionnaire | 1 |
| 8. | Exhibit E, Proposer's Affidavit | 1 |
| 9. | Vendor/Bidder Application and W-9 form | 6 |
| 10. | Certification Regarding Debarment | 1 |
| 11. | RFQ Submittal Check List | 1 |


The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 13 , 2012
Date

**REQUEST FOR QUALIFICATIONS (RFQ)**

**HIDALGO COUNTY**
(Including all funding sources, programs, and entities)

# *"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*

***RFQ NO: 2013-003-12-05-SMA***

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

**1.** Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) *"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

**2.** **One (1) original, seven (7) copies** of all qualifications and **two (2) 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–2013-003-12-05-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, December 05, 2012.**

**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-Geotechnical and Construction Materials Testing Pool",***
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**HIDALGO COUNTY AUDITOR'S OFFICE**
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

## 15. SCHEDULE OF EVENTS

| | |
|---|---|
| **Qualification Opening, 9:30 A.M.** | **December 05 , 2012** |
| Award of Contract: | 2013 |
| Commence Work or Deliver Products: | 2013 |

## 16. HIDALGO COUNTY APPROVED HOLIDAYS:

| 2013 YEAR | |
|---|---|
| **New Year's Day** | **12/31/12 and 01/01/13** |
| **Martin Luther King Day** | **01/21/13** |
| **President's Day** | **02/18/13** |
| **Good Friday** | **03/29/13** |
| **Easter** | **04/01/13** |
| **Memorial Day** | **05/27/13** |
| **Independence Day** | **07/04/13** |
| **Labor Day** | **09/02/13** |
| **Veteran's Day** | **11/11/13** |
| **Thanks Giving Day** | **11/28/13 and 11/29/13** |
| **Christmas Day** | **12/24/13 and 12/25/13** |

## 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, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  **Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.**

  **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.**

**20.** 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.

**21.** 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.

**22.** 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.

**23.** 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.

**24.** 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.

**25.** 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.

**26.** 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.

**27.** 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.

**28.** 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.

**29.** 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.

**30.** 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.

**31.** 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-***
***Geotechnical and Construction Materials Testing Pool"***

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

**Respectfully submitted,**

**Firm:** _____

**Address:** _____

**By:** _____

**Printed Name:** _____

**Title:** _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2013 and ending February 8, 2014**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICES GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL" RFQ NO: 2013-003-12-05-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 05, 2012.** **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, seven (7) copies, and two (2) CD's in PDF Format** of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

**Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. , Project Name, 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 sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**DISCLOSURE OF CONFLICT OF INTEREST:**
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**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 that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**
Submitters must, upon request, 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 sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Monday, November 19, 2012 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, November 21, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**SIGNING OF QUALIFICATIONS:**
In order to be considered, all submittals must be signed. Please sign the original in ***blue ink***.

**WAIVING OF INFORMALITIES:**
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT ( if applicable):**
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

# SECTION II
## RFQ REQUIREMENTS

**REQUEST FOR QUALIFICATIONS:**
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will may result in disqualification of the submitted RFQ

**UNDERSTANDING OF THE PROJECT:**
This section should demonstrate the respondent understands 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 independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Pre-Certification by TX-DOT for State funded **ROADWAY** projects only is preferred, but not required.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

**PERSONNEL AND STAFFING:**
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

**SCOPE OF SERVICES:**
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

**GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:**
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

# SECTION -III

## SELECTION / EVALUATION

**SELECTION/EVALUATION PROCESS:**

The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The statement of qualifications shall include the following:

   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:**
Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

**NEGOTIATION PROCESS:**
Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

# ATTACHMENT "A"

**Engineering Laboratories-Schedule of Services and Related Fees**

**RFQ NO: 2013-003-12-05-SMA**

***This form is merely to be used as a guide for the used post ranking by commissioners' court only*** *Refer back to requirements page 8, negotiations process*

| NO. | DESCRIPTION | UNIT COST |
|---|---|---|
| | **PERSONNEL RATES** | |
| 01 | Soils and Aggregate Technician | $ / Hour |
| 02 | Surveying and Sampling Soils for Highways | $ / Hour |
| 03 | Soils Technician- Density Testing, Radiation Safety Certified | $ /Hour |
| 04 | HMA Level 1-A Certified Technician | $ / Hour |
| 05 | HMA Level 1-B Certified Technician | $ / Hour |
| 06 | ACI Certified Field Grade I Technician<br>A. Includes necessary concrete slump cone, rod, air meter, thermometer | $ / Hour |
| 07 | ACI Certified Field Grade II Technician | $ / Hour |
| 08 | Geotechnical Engineer, P.E. | $ / Hour |
| 09 | Geotechnical Engineer, E.I.T. | $ / Hour |
| 10 | Secretarial, Report Preparation and Reporting | $ / Hour |
| 11 | Logger (In Conjunction with Engineer) | $ / Hour |
| | **TRAVEL EXPENSE** | |
| 12 | Vehicle Fee Mileage (Applicable for all Trips) | $ / Mile |
| 13 | Mobilization for Truck Mounted Rig, Drill Crew & Support | $ / Mile |
| 14 | Mobilization non standard equipment (4x4 All Terrain Rig) | Cost + % |
| 15 | Barge Mobilization and Rental | Cost + % |
| | **GEOTECHNICAL DRILLING AND ENGINEERING SERVICES** | |
| 16 | Borings in Soil | $ / Foot |
| 17 | Borings in Soft Rock | $ / Foot |
| 18 | Rock Coring | $ / Foot |
| 19 | Standby Time (Drill Rig and Crew) | $ / Foot |
| 20 | Grout/ Bentonite Backfill | $ / Foot |
| 21 | Dozer/ Clearing Cost | Cost + % |
| 22 | Concrete/Asphalt Patch | $ |
| 23 | Traffic Control/ Signs, Barricades, etc. | Cost + % |
| 24 | All Other Outside Expenses | Cost + % |
| **NO.** | **DESCRIPTION** | **UNIT COST** |
| | EQUIPMENT EXPENSE | |
| 25 | Laptop Computer Rental (w/ Printer) | $ /Day |
| 26 | Laptop Computer Rental (w/ Printer) | $ /Wk |

SAMPLE

# ATTACHMENT "A"

**Engineering Laboratories-Schedule of Services and Related Fees**
**RFQ NO: 2013-003-12-05-SMA**

| | | |
|---|---|---|
| 27 | Laptop Computer Rental (w/ Printer) | $ /Mo. |
| 28 | Concrete Beam Breaker | $ /Day |
| 29 | Concrete Beam Breaker | $ /Wk |
| 30 | Concrete Beam Breaker | $ /Mo. |
| 31 | Vacuum Extractor | $ /Mo. |
| 32 | Asphalt Thermometer (Provided w/ Technician) | NC |
| 33 | Miscellaneous Expenses | Cost + % |
| **TEX METHOD** | **TEST DESCRIPTION** | **UNIT COST** |
| | **SOILS SECTION** | |
| Tex-100-E | Surveying and Sampling Soils for Highways | $ Hr |
| Tex-103-E | Determination of Moisture Content is Soil Material | $ Ea |
| Tex-104-E | Determination of Liquid Limit of Soils | $ Ea |
| Tex-105-E | Determination of Plastic Limit of Soils | $ Ea |
| Tex-106-E | Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E | $ Ea |
| Tex-107-E | Determination of Bar Linear Shrinkage of Soils | $ Ea |
| Tex-108-E | Determination of Specific Gravity of Soils | $ Ea |
| Tex-110-E | Part I Sieves thru 40 | $ Ea |
| | Part II Sieves thru 200 | $ Ea |
| | Additional Sieves | $ Ea |
| Tex-111-E | Minus 200 Sieve Analysis | $ Ea |
| Tex-113-E | Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand | $ Ea |
| Tex-116-E | Ball Mill Method for Determination of the Disintegration of Flexible Base Material | $ Ea |
| Tex-117-E | TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method) | $ Ea |
| | Disturbed Soils and Base Materials (Part II) | $ Ea |
| Tex-118-E | Triaxial Compression Test for Undisturbed Samples | $ Ea |
| Tex-128-E | Determination of Soil pH | $ Ea |
| Tex-129-E | Method of Test for the Resistivity of Soils Material | $ Ea |
| | **HOT MIX SECTION** | |
| Tex-200-F | Sieve Analysis of Fine and Coarse Aggregates (Dry) | $ Ea |
| | Sieve Analysis of Fine and Coarse Aggregates (Wet) | $ Ea. |
| Tex-201-F | Bulk Specific Gravity and Water Absorption of Aggregate | $ Ea |
| Tex-202-F | Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve | $ Ea |
| Tex-203-F | Sand Equivalent Test | $ Ea. |

SAMPLE

# ATTACHMENT "A"

**Engineering Laboratories-Schedule of Services and Related Fees**
**RFQ NO: 2013-003-12-05-SMA**

| | | |
|---|---|---|
| Tex-205-F | Laboratory Method of Mixing Bituminous Mixtures | $ Ea |
| TEX METHOD | TEST DESCRIPTION | UNIT COST |
| Tex-206-F | Method of Compacting Test Specimens of Bituminous Mixtures | $ Set |
| Tex-207-F | Determination of Density of Compacted Bituminous Mixtures | $ Ea |
| Tex-208-F | Test for Stabilometer Value of Bituminous Mixtures | $ Set |
| Tex-210-F | Determination of Asphalt Content of Bituminous Mixtures by Extraction | $ Ea |
| Tex-212-F | Determination of Moisture Content of Bituminous Mixtures Part II | $ Ea |
| Tex-217-F | Determination of Deleterious Material and Decantation | $ Ea |
| | Test for Coarse Aggregate | $ Ea |
| Tex-224-F | Determination of Falkiness index | $ Ea |
| Tex-227-F | Theoretical Maximum Specific Gravity of Bituminous Mixtures | $ Ea |
| | CONCRETE SECTION | |
| Tex-401-A | Sieve Analysis of Fine and Coarse Aggregate (Dry) | $ Ea |
| | Sieve Analysis of Fine and Coarse Aggregate (Wet) | $ Ea |
| Tex-402-A | Fineness Modulus of Fine Aggregate (In Conjunction with 401-A) | $ Ea |
| Tex-403-A | Saturated Surface Dry Specific Gravity and Absorption of Aggregates | $ Ea |
| Tex-404-A | Determination of Unit Mass (Weight) of Aggregates | $ Ea |
| Tex-405-A | Determination of Percent Solids and Voids in Concrete Aggregate | $ Ea |
| Tex-406-A | Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates) | $ Ea |
| Tex-407-A | Method For Sampling Freshly Mixed Concrete (included in hourly technician rate) | $ Ea |
| Tex-408-A | Organic Impurities in Fine Aggregate for Concrete | $ Ea |
| Tex-409-A | Free Moisture and Water Absorption in Aggregate for Concrete | $ Ea |
| Tex-413-A | Determination of Deleterious Materials in Mineral Aggregate | $ Ea |
| Tex-415-A | Slump of Portland Cement Concrete (Included in hourly technician rate) | N/C |
| Tex-416-A | Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate) | N/C |
| Tex-420-A | Flexural Strength of Concrete (Using Simple Beam Center Point Loading) | $ Ea |
| Tex-447-A | Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates) | $ Ea |
| Tex-448-A | Flexural Strength of Concrete (Using Sample Beam Third Point Loading) | $ Ea |

SAMPLE

# ATTACHMENT "A"

**Engineering Laboratories-Schedule of Services and Related Fees**

**RFQ NO: 2013-003-12-05-SMA**

| | | |
|---|---|---|
| Tex-460-A | Determination of Crushed Face Particle Count | $ Ea |
| **TEX METHOD** | **TEST DESCRIPTION** | **UNIT COST** |
| ASPHALT SECTION | | |
| Tex-530-C | Effect of Water on Bituminous Paving Mixtures | $ Ea |
| Tex-531-C | Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens | $ Ea |
| other section | Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.) | |

SAMPLE

# EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

***"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***

**RFQ NO: 2013-003-12-05-SMA**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

## 1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

## 2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

## 3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

## 4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

## 5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

# EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

***"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***

**RFQ NO: 2013-003-12-05-SMA**

| SELECTION CRITERIA | POINTS | SCORE |
|---|---|---|
| **1) STAFFING OF PROJECT TEAM -- (25 points maximum)** | | |
| ➢ Provide information on their proposed professional team members | 10 | |
| ➢ Experience in performing various types of contracts for counties, cities or other clients as stated | 10 | |
| ➢ A list of various projects for comparative purposes | 5 | |
| Comments/Rationale for points: | **TOTAL** | |
| | | |
| | | |
| **2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)** | | |
| ➢ Designate experienced engineering staff to efficiently perform the work. | 10 | |
| ➢ Identify the project team composition, project leadership, reporting responsibilities etc. | 10 | |
| Comments/Rationale for points: | **TOTAL** | |
| | | |
| | | |
| **3) METHODOLOGY (20 points maximum)** | | |
| ➢ Knowledge, experience, and the equipment to provide the anticipated services | 10 | |
| ➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County | 10 | |
| Comments/Rationale for points: | **TOTAL** | |
| | | |
| | | |
| **4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)** | | |
| ➢ Demonstrate an understanding of the scope of services | 10 | |
| ➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc. | 5 | |
| ➢ Identify information to be gathered or obtained/proposed approach to complete the scope | 5 | |
| ➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ | 5 | |
| Comments/Rationale for points: | **TOTAL** | |
| | | |
| | | |
| **5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))** | | |
| ➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies | 5 | |
| ➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices | **5** | |
| Comments/Rationale for points: | **TOTAL** | |
| | | |
| | | |
| | **TOTAL SCORE:** | |

Project Name:: _____

Department:: _____

Firm/Participant:Name: _____

Evaluator: _____ Date: _____

# EXHIBIT "C"

## Insurance Requirements
## Professional Services
## (i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

### COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS - COMP/OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS-MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED: INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

**Notice to Proposer:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY YOUR PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 **Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# EXHIBIT "E"
# PROPOSER'S AFFIDAVIT

## PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or 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 Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
## Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

| | |
|---|---|
| Company Name: | Telephone No. ( ) |
| dba Name: | |
| Legal Name: | |
| Mailing Address: | Fax No. ( ) |
| Physical Address: | |
| City, State, Zip | Tax I.D. No. |
| Remit to Address : | City, State, Zip |
| E-Mail Address: | |
| Representative(s) Name(s) & Title(s) | |

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: Disadvantaged Business (At Least 51% Ownership)

| | | |
|---|---|---|
| ☐ Less than 125,000 annual gross receipt | ☐ Black American | ☐ Native American |
| ☐ Less than 250,000 annual gross receipt | ☐ Hispanic American | ☐ Women |
| ☐ Less than 499,000 annual gross receipt | ☐ Asian Pacific American | ☐ Other |
| ☐ More than 500,000 annual gross receipt | | |

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company? _____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

o Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐**Yes** ☐ **No**

**If yes, by whom?:** ☐ **Texas Building & Procurement Commission** ☐ **Other**_____

**Indicate Certification No(s).:**_____ **or Are Certificate(s) Attached?:** ☐ **Yes** ☐ **No**

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other_____

Address: _____ City: _____ State:_____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: ( ) _____

Subcontract Amount: $_____ Description of Work to be Performed:_____

---

HUB Subcontractor Name:_____HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other_____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: ( ) _____

Subcontract Amount: $_____ Description of Work to be performed: _____

---

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other _____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.:( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**Employer identification number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | – | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** | **Signature of U.S. person ▶** | **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# HIDALGO COUNTY

(Including all funding sources, programs, and entities)

***"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***

RFQ NO: 2013-003-12-05-SMA

# 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 "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

# EXHIBIT A
## -Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

**General:**

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory’s request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit “A” attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

# EXHIBIT B

-Scope of Services to be provided by the Laboratory

January 15, 2014

Leticia H. Saenz, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

Telephone # 956-318-2626
Email leticia.saenz@co.hidalgo.tx.us

RE: Proposal
Construction Materials Testing Services
Mile 17½ (between Ware Road and West R.O.W. of HCID No. 1 Canal)
Hidalgo County Precinct 4
N. Ware Road and Russell Road
McAllen, Texas
Proposal No P88130463

Dear Ms. Saenz:

Terracon Consultants, Inc. (Terracon) is pleased to submit this estimate for the construction materials testing services for the above referenced project. We are presenting this proposal to confirm our understanding of the services to be performed for this project, to obtain written authorization to provide these services, and to present the estimated fee to provide these services. **We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.** The following sections outline our understanding of the project and provide a description of the tasks to be performed.

## A. PROJECT INFORMATION

We understand that Hidalgo County Precinct 4 is planning the construction of Mile 17 ½ from Ware Road to West R.O.W. of HCID No. 1 Canal. The Project will include drainage and paving improvements. Terracon's involvement is anticipated to include field and laboratory quality control testing for the duration of the project.

## B. SCOPE OF SERVICES

Terracon will perform materials testing in general accordance with the project specifications. The time required for quality control testing during the construction phase on the project is directly related to the contractor's scheduling and performance. Therefore, our fee for materials testing and observation services will be based upon applicable unit prices and hourly rates. Our anticipated scope of services is as follows:

- Field density/moisture testing and laboratory evaluation of soils;
- Field testing and laboratory evaluation of asphalt concrete materials used during pavement construction.

Experienced field/laboratory personnel will be provided for testing services. All field/laboratory construction materials testing/inspection will be performed under the direction of a 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 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 at a minimum 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 a Certified Engineering Technician on an 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.

## C. COMPENSATION

We estimate the fee of our services to be **$15,010.00.** A breakdown of the fee is outlined in the attached Table 1. **Please recognize that this is an estimate**. We will only invoice for the actual services and required laboratory tests.

In the event that construction activities do not require the time we have estimated, the fee will be lower than our estimated fee. If more services are required due to conditions such as scheduling, inclement weather, or retesting, this fee estimate may be exceeded.

If it becomes apparent to Terracon that the requested services cannot be performed within the estimated fee and proposed testing and observation quantities, we will submit a written request for a change order. Our estimated fee and any services due to change orders will be provided at the unit rates shown in Table 1.

Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received.

The applicable field rate will be invoiced for all hours worked, including travel time, report and sample preparation. Technician time will be invoiced on a portal-to-portal basis from our office. Overtime rates on 1.5 times the regular hourly rate will be charged for time worked outside normal workday hours of 8:00 am to 5:00 pm and over eight (8) hours per day, Monday through Friday and for hours worked on Saturday. Hours worked on Sunday or holiday will be invoiced at the rate of 2.0 times the regular hourly rates. A minimum of three (3)-hour charge will be invoiced per visit to the project site, Project Management/Clerical services will be invoiced on hours worked, unless otherwise noted on the attached Table 1. Hours will be rounded up to the next whole number.

**Scheduling** – It is the responsibility of the contractor or your designated representative to notify Terracon, in advance (minimum of 24 hour notice), for testing services required on this project. Our services will be performed on an as requested basis. Terracon will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to failure to schedule our services on the project. Scheduling for your convenience is handled by our Dispatcher (956) 283-8254.

**Approval** – If this Scope of Services meets with your approval, work may be initiated by returning an original copy of the Agreement for Services to our Pharr office. Project initiation may be expedited by emailing or faxing a copy of this signed Agreement for Services to (956) 283-8279. Unless requested otherwise, a hard copy of this proposal will not be mailed to you.

The terms, conditions and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the proposal date.

We thank you for this opportunity to be of service, and we look forward to working with you on this project. If you have any questions, please contact one of the undersigned at (956) 283-8254.

Sincerely,
**Terracon Consultants, Inc.**

Juan M. Borjon, E.I.T.
Project Manager

Alfonso A. Soto, P.E.
Principal

Enclosure(s): Table 1 Estimated Fee Summary
Certificate of Insurance
Agreement for Services

# TABLE 1
# ESTIMATED FEE SUMMARY

Our fee estimate is in accordance with the time and tests performed as shown below.

## SOILS

Estimate 150 hours field testing and observation @ $43/hour ..... $ 6,450
Estimate 3 standard proctors @ $200/test ..... $ 600
Estimate 1 modified proctors @ $200/test ..... $ 200
Estimate 4 Atterberg Limits @ $60/test ..... $ 240
Estimate 4 sieve analysis (-200) @ $60/test ..... $ 240
Estimate 1 Texas Triaxial Test (TEX 117-E) @ $1,250/test ..... $1,250
Estimate 130 nuclear density tests (every 300 linear feet at every 6" lift) @ $12/test ..... $ 1,560
Estimate 50 vehicle trips @ $20/trip ..... $ 1,000
*Sub-Total (Soils)* ..... *$ 11,540*

## ASPHALT

Estimate 30 hours asphalt observation @ $43/hour ..... $ 1,290
Estimate 2 asphalt mix verification @ $250/test ..... $ 500
Estimate 10 asphalt cores @ $40/core ..... $ 400
Estimate 10 vehicle trips @ $20/trip ..... $ 200
*Sub-Total (Asphalt)* ..... *$ 2,390*

Project Manager 12 hours @ $90/hour ..... *$ 1,080*

*City of McAllen Section (82%)* ..... *$ 12,308.20*
*County Section (18%)* ..... *$ 2,701.80*

*Total Cost* ..... *$ 15,010*

# EXHIBIT C

-Laboratory’s Contract Rates

**EXHIBIT C**

**SCHEDULE OF FEES**
**for**
**CONSTRUCTION MATERIALS ENGINEERING**
**and**
**RELATED TESTING AND INSPECTION SERVICES**

## Construction Materials Testing and Observation Field Services

**Engineering Technician to Perform the Following Services/Tests:**

| | |
|---|---|
| Pick-up concrete test specimens or sampling materials, per hour | $43.00 |
| Concrete field monitoring & molding of cylinders, slump, air content, & temperature measurements, per hour | $43.00 |
| Concrete or asphalt coring, per hour | $43.00 |
| plus bit wear (length times diameter), per inch diameter | $1.00 |
| plus generator, per day | $150.00 |
| plus core rig and equipment, per day | $150.00 |
| plus patching of holes, each | $15.00 |
| saw cut (square inch) | $.50 |
| In-place nuclear moisture-density testing, per hour | $43.00 |
| In-place nuclear moisture density tests, each | $12.00 |
| In-place nuclear moisture-density gauge, per trip | $50.00 |
| Field soil stabilization (lime or cement) per hour | $43.00 |
| Reinforcing steel inspection, per hour | $43.00 |

**Senior Engineering Technician to Perform the Following Services/Tests:**

| | |
|---|---|
| Full time earthwork observation, per hour | $43.00 |
| Foundation installation observation, per hour | $43.00 |
| Concrete and asphalt batch plant inspection, per hour | $65.00 |
| Windsor probe or Swiss hammer testing, per hour | $65.00 |
| plus Windsor probe or Schmidt hammer, per day | $40.00 |
| plus Windsor probe shots, each | cost + 15% |

**Steel and Welding Inspection:**

| | |
|---|---|
| Visual field welding inspection and welder qualification, per hour | $90.00 |
| Certified NDE inspector (Dye Penetrant/magnetic particle), per hour | $90.00 |

**Transportation Charges (Applied In Addition to all Personnel Hourly Rates):**

| | |
|---|---|
| Vehicle trip charge | $20.00 |
| Trips to locations other than job site or job sites over 40 miles, per mile | $0.75 |

A minimum of 24 hours advance notice is requested for scheduling or canceling field inspection and testing services. Work scheduled with less than 24 hours notice will be serviced subject to available personnel.

## Construction Materials Laboratory Testing Services

(The price for tests in this section are based on a per sample or per test basis.)

| | |
|---|---|
| Particle size analysis: | |
| Sieve analysis up to 200 sieve: | |
| Dry, each (5 sieve maximum) | $60.00 |
| Washed, each (5 sieve maximum) | $75.00 |
| Percent finer than 200 sieve (washed, soil only), each | $60.00 |
| Atterberg limits | $60.00 |
| Compression testing of concrete cylinders, each | $13.00 |
| Flexural testing of concrete beams, each | $25.00 |
| Curing, capping and compressive strength testing of concrete cores, each | $35.00 |
| Moisture-density relationship, Proctor: | |
| Soil (ASTM D-698), each (4” mold) | $200.00 |
| Soil (ASTM D 1557), each (4” mold) | $200.00 |
| Soil with gravel, base materials (6" mold) or THD, each | $250.00 |

Soil, base material with admixtures (6" mold), each.....$250.00
Texas Triaxial Test (TEX 117-E).....$1,250.00

Testing of bituminous materials:

Asphalt Mix Verification:
(Molding specimens, specific gravity, Extraction/Gradation (set of 3) .....$250.00

Stability (set of 3) .....$75.00
Index of retained stability (C.O.E.), each .....$150.00
Maximum theoretical specific gravity .....$75.00
In-place cores (per core sample).....$40.00

Preparation of samples/materials will be charged for all
laboratory tests, when applicable, on an hourly basis .....$43.00

## Engineering and Support Staff

| **Personnel:** | **Rate, Hour** |
|---|---|
| Draftsperson/Secretary | $45.00 |
| Engineering Technician | $43.00 |
| Senior Engineering Technician | $43.00 |
| Laboratory/Field Supervisor | $65.00 |
| Certified Steel/Welding Inspector | $90.00 |
| Staff Engineer/CMT Project Manager | $90.00 |
| CME Manager | $90.00 |
| Senior Project Manager/Senior Engineer, P.E. | $120.00 |
| Consultant, Client Representative, Project Principal, P.E. | $125.00 |

The applicable field rate will be invoiced for all hours worked, including travel time, report and sample preparation. Technician time will be invoiced on a portal-to-portal basis from our office. Overtime rates of 1.33 times the regular hourly rates will be charged for time worked outside normal workday hours of 8:00 am to 5:00 pm and over eight (8) hours per day, Monday through Friday and all day Saturday. Hours worked on, or holidays will be invoiced at the rate of 2.0 times the regular hourly rates. A minimum three (3)-hour billed per visit to project site will be invoiced; hours will be rounded up to the next whole number. A 5 percent technical review and administration cost will be added to all invoices.

Out-of-town subsistence and travel expenses incurred by an employee in connection with the project will be invoiced at cost plus 15 percent or at a Per Diem rate of $125.00 per day per individual. Use of company vehicles will be charged on the basis of $0.75 per mile.

## General Information

Expenses incurred in connection with the project will be invoiced at cost plus 15 percent. These expenses may include the following:

Services directly applicable to the work, such as special legal and accounting expenses, special consultants, subcontractor services, and similar costs that are not applicable to general operating expenses. Identifiable communication expenses, such as long distance telephone, facsimile, telegraphy, cable, express delivery charges, postage, and similar costs that are not applicable to general correspondence and/or operating expenses.

Identifiable processing and reproduction costs applicable to the project, such as developing, blueprinting, photocopying, printing, and similar costs that are not applicable to general operating expenses.

Invoices will be submitted monthly for work in progress and are due and payable 30 days from invoice date. Interest will be charged at the rate of 1.5 percent per month for late payments. Information and corresponding fees for special services and testing not presented herein will be furnished upon request.

# EXHIBIT D
## -Work Authorization Form

**HIDALGO COUNTY**
**Professional Construction Material Testing Laboratory Services**
**Agreement# C-13-334-02-11**

**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 Laboratory's of_____ Texas, hereinafter called "**Laboratory**".

**PART 1. SCOPE OF WORK**
The purpose of this Work Authorization is for the **Laboratory** 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 **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Laboratory*** attached hereto.

**PART 2. ESTIMATED COST**
The estimated cost for services under this Work Authorization is _____.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 Laboratory 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, Commissioner, Joseph Palacios, as to content and detail of this Work Authorization No. ___.

**HIDALGO COUNTY**
**COMMISSIONER PRECINCT No. 4:**

BY:_____

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(approval date)___ as indicated below and effective as of _____ day of _____, 2014.

**THE LABORATORY:**
**TERRACON CONSULTANTS, INC.**

_____
By: Jorge A. Flores, P.G./Principal/Office Manager

**THE OWNER:**
**HIDALGO COUNTY**

_____
By: Ramon Garcia, County Judge

**ATTEST:**

_____
by: Arturo Guajardo Jr., County Clerk

# EXHIBIT E

**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

## -Supplemental Agreement Form

**SUPPLEMENTAL AGREEMENT NO. _____**
**TO AGREEMENT FOR PROFESSIONAL**
**"CONSTRUCTION MATERIAL TESTING SERVICES"**

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Laboratory of, _____ ____, Texas, hereinafter called the "**Laboratory**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Laboratory** executed the **Agreement** on the ___ ____ day of _____ **20**___ concerning Laboratorying 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 **Laboratory** 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 Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

**THE LABORATORY:**

**BY:**_____

Address for Giving Notices:

_____

_____

**THE OWNER:**
**HIDALGO COUNTY**

**BY:**_____
Ramon Garcia, County Judge

**LIST OF ATTACHMENTS**

(as required)

# EXHIBIT F

-Certificates of Insurance

ACORD™

# CERTIFICATE OF LIABILITY INSURANCE 1/1/2015

DATE (MM/DD/YYYY) 1/9/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER Lockton Companies, LLC-1 Kansas City<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : AIG Specialty Insurance Company | 26883 |
| INSURER B : Travelers Property Casualty Co of America | 25674 |
| INSURER C : The Travelers Indemnity Company | 25658 |
| INSURER D : Lexington Insurance Company | 19437 |
| INSURER E : The Charter Oak Fire Insurance Company | 25615 |
| INSURER F : | |

INSURED 1312893 TERRACON CONSULTANTS, INC.
1506 MID-CITIES DRIVE
PHARR TX 78577

COVERAGES TERCO01 CERTIFICATE NUMBER: 12734332 REVISION NUMBER: XXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | Y | N | PROP3779274 | 1/1/2014 | 1/1/2015 | 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) | $ 5,000 |
| | [X] CONTR'L LIABILITY | | | | | | 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 | N | TC2J-CAP-131J3858 | 1/1/2014 | 1/1/2015 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| B | [X] ANY AUTO | | | TJBAP131J3895 | 1/1/2014 | 1/1/2015 | BODILY INJURY (Per person) | $ XXXXXXX |
| | [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ XXXXXXX |
| | [X] HIRED AUTOS [X] NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ XXXXXXX |
| | | | | | | | | $ XXXXXXX |
| | [ ] UMBRELLA LIAB [ ] OCCUR | | | NOT APPLICABLE | | | EACH OCCURRENCE | $ XXXXXXX |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | | | | AGGREGATE | $ XXXXXXX |
| | [ ] DED [ ] RETENTION $ | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | N | TRKUB131J3846 (AZ,MA,WI) | 1/1/2014 | 1/1/2015 | [X] WC STATU-TORY LIMITS [ ] OTH-ER | |
| E | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH) | N/A | | TC2OUB131J3742 (AOS) | 1/1/2014 | 1/1/2015 | 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 |
| D | PROFESSIONAL LIABILITY | N | N | 26030216 | 1/1/2014 | 1/1/2015 | $1,000,000 EACH CLAIM & $1,000,000 ANNUAL AGGREGATE | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: COUNTY OF HIDALGO, PRECINCT NO. 4. CONSTRUCTION MATERIALS TESTING. COUNTY OF HIDALGO IS AN ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

12734332

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ronald J Foster


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# EXHIBIT E

-Work Authorization

# HIDALGO COUNTY

## Professional Engineering Services

## Contract # C-13-334-02-11

## 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
___Field density testing and laboratory evaluation of soils and asphalt concrete materials that will be used during pavement construction for the Mile 17 ½ Road Project ___

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this **Work Authorization** is **$ 15,010.00**. 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 3** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.1 shall be funded through funding source:
Account No- 4-1200-431-00-124-142-0-84
Requisition Number 251254 **(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 #4,** Commissioner Joseph Palacios as to content and detail of this **Work Authorization No. 1**.

**HIDALGO COUNTY PRECINCT No. 4**

**BY:** _____
**Hon. Joseph Palacios, Commissioner**

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

**THE ENGINEER:**
**TERRACON CONSULTANTS, INC.**

**By:** _____
**Jorge A. Flores, P.G. Principal/Office Manager**

**THE OWNER:**
**HIDALGO COUNTY**

**By:** _____
**Hon. Ramon Garcia, County Judge**

**ATTEST:**

**By:** _____
**Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

January 15, 2014

Leticia H. Saenz, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

Telephone # 956-318-2626
Email leticia.saenz@co.hidalgo.tx.us

RE: Proposal
Construction Materials Testing Services
Mile 17½ (between Ware Road and West R.O.W. of HCID No. 1 Canal)
Hidalgo County Precinct 4
N. Ware Road and Russell Road
McAllen, Texas
Proposal No P88130463

Dear Ms. Saenz:

Terracon Consultants, Inc. (Terracon) is pleased to submit this estimate for the construction materials testing services for the above referenced project. We are presenting this proposal to confirm our understanding of the services to be performed for this project, to obtain written authorization to provide these services, and to present the estimated fee to provide these services. **We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.** The following sections outline our understanding of the project and provide a description of the tasks to be performed.

## A. PROJECT INFORMATION

We understand that Hidalgo County Precinct 4 is planning the construction of Mile 17 ½ from Ware Road to West R.O.W. of HCID No. 1 Canal. The Project will include drainage and paving improvements. Terracon's involvement is anticipated to include field and laboratory quality control testing for the duration of the project.

## B. SCOPE OF SERVICES

Terracon will perform materials testing in general accordance with the project specifications. The time required for quality control testing during the construction phase on the project is directly related to the contractor's scheduling and performance. Therefore, our fee for materials testing and observation services will be based upon applicable unit prices and hourly rates. Our anticipated scope of services is as follows:

- Field density/moisture testing and laboratory evaluation of soils;
- Field testing and laboratory evaluation of asphalt concrete materials used during pavement construction.

Experienced field/laboratory personnel will be provided for testing services. All field/laboratory construction materials testing/inspection will be performed under the direction of a 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 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 at a minimum 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 a Certified Engineering Technician on an 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.

## C. COMPENSATION

We estimate the fee of our services to be **$15,010.00.** A breakdown of the fee is outlined in the attached Table 1. **Please recognize that this is an estimate**. We will only invoice for the actual services and required laboratory tests.

In the event that construction activities do not require the time we have estimated, the fee will be lower than our estimated fee. If more services are required due to conditions such as scheduling, inclement weather, or retesting, this fee estimate may be exceeded.

If it becomes apparent to Terracon that the requested services cannot be performed within the estimated fee and proposed testing and observation quantities, we will submit a written request for a change order. Our estimated fee and any services due to change orders will be provided at the unit rates shown in Table 1.

Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received.

The applicable field rate will be invoiced for all hours worked, including travel time, report and sample preparation. Technician time will be invoiced on a portal-to-portal basis from our office. Overtime rates on 1.5 times the regular hourly rate will be charged for time worked outside normal workday hours of 8:00 am to 5:00 pm and over eight (8) hours per day, Monday through Friday and for hours worked on Saturday. Hours worked on Sunday or holiday will be invoiced at the rate of 2.0 times the regular hourly rates. A minimum of three (3)-hour charge will be invoiced per visit to the project site, Project Management/Clerical services will be invoiced on hours worked, unless otherwise noted on the attached Table 1. Hours will be rounded up to the next whole number.

**Scheduling** – It is the responsibility of the contractor or your designated representative to notify Terracon, in advance (minimum of 24 hour notice), for testing services required on this project. Our services will be performed on an as requested basis. Terracon will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to failure to schedule our services on the project. Scheduling for your convenience is handled by our Dispatcher (956) 283-8254.

**Approval** – If this Scope of Services meets with your approval, work may be initiated by returning an original copy of the Agreement for Services to our Pharr office. Project initiation may be expedited by emailing or faxing a copy of this signed Agreement for Services to (956) 283-8279. Unless requested otherwise, a hard copy of this proposal will not be mailed to you.

The terms, conditions and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within 90 days from the proposal date.

We thank you for this opportunity to be of service, and we look forward to working with you on this project. If you have any questions, please contact one of the undersigned at (956) 283-8254.

Sincerely,
**Terracon Consultants, Inc.**

Juan M. Borjon, E.I.T.
Project Manager

Alfonso A. Soto, P.E.
Principal

Enclosure(s): Table 1 Estimated Fee Summary
Certificate of Insurance
Agreement for Services

**EXHIBIT C**

**SCHEDULE OF FEES**
**for**
**CONSTRUCTION MATERIALS ENGINEERING**
**and**
**RELATED TESTING AND INSPECTION SERVICES**

## Construction Materials Testing and Observation Field Services

**Engineering Technician to Perform the Following Services/Tests:**

| | |
|---|---|
| Pick-up concrete test specimens or sampling materials, per hour | $43.00 |
| Concrete field monitoring & molding of cylinders, slump, air content, & temperature measurements, per hour | $43.00 |
| Concrete or asphalt coring, per hour | $43.00 |
| plus bit wear (length times diameter), per inch diameter | $1.00 |
| plus generator, per day | $150.00 |
| plus core rig and equipment, per day | $150.00 |
| plus patching of holes, each | $15.00 |
| saw cut (square inch) | $.50 |
| In-place nuclear moisture-density testing, per hour | $43.00 |
| In-place nuclear moisture density tests, each | $12.00 |
| In-place nuclear moisture-density gauge, per trip | $50.00 |
| Field soil stabilization (lime or cement) per hour | $43.00 |
| Reinforcing steel inspection, per hour | $43.00 |

**Senior Engineering Technician to Perform the Following Services/Tests:**

| | |
|---|---|
| Full time earthwork observation, per hour | $43.00 |
| Foundation installation observation, per hour | $43.00 |
| Concrete and asphalt batch plant inspection, per hour | $65.00 |
| Windsor probe or Swiss hammer testing, per hour | $65.00 |
| plus Windsor probe or Schmidt hammer, per day | $40.00 |
| plus Windsor probe shots, each | cost + 15% |

**Steel and Welding Inspection:**

| | |
|---|---|
| Visual field welding inspection and welder qualification, per hour | $90.00 |
| Certified NDE inspector (Dye Penetrant/magnetic particle), per hour | $90.00 |

**Transportation Charges (Applied In Addition to all Personnel Hourly Rates):**

| | |
|---|---|
| Vehicle trip charge | $20.00 |
| Trips to locations other than job site or job sites over 40 miles, per mile | $0.75 |

A minimum of 24 hours advance notice is requested for scheduling or canceling field inspection and testing services. Work scheduled with less than 24 hours notice will be serviced subject to available personnel.

## Construction Materials Laboratory Testing Services

(The price for tests in this section are based on a per sample or per test basis.)

| | |
|---|---|
| Particle size analysis: | |
| Sieve analysis up to 200 sieve: | |
| Dry, each (5 sieve maximum) | $60.00 |
| Washed, each (5 sieve maximum) | $75.00 |
| Percent finer than 200 sieve (washed, soil only), each | $60.00 |
| Atterberg limits | $60.00 |
| Compression testing of concrete cylinders, each | $13.00 |
| Flexural testing of concrete beams, each | $25.00 |
| Curing, capping and compressive strength testing of concrete cores, each | $35.00 |
| Moisture-density relationship, Proctor: | |
| Soil (ASTM D-698), each (4” mold) | $200.00 |
| Soil (ASTM D 1557), each (4” mold) | $200.00 |
| Soil with gravel, base materials (6" mold) or THD, each | $250.00 |

Soil, base material with admixtures (6" mold), each.....$250.00
Texas Triaxial Test (TEX 117-E).....$1,250.00

Testing of bituminous materials:

Asphalt Mix Verification:
(Molding specimens, specific gravity, Extraction/Gradation (set of 3) .....$250.00

Stability (set of 3) .....$75.00
Index of retained stability (C.O.E.), each .....$150.00
Maximum theoretical specific gravity .....$75.00
In-place cores (per core sample).....$40.00

Preparation of samples/materials will be charged for all
laboratory tests, when applicable, on an hourly basis .....$43.00

## Engineering and Support Staff

| **Personnel:** | **Rate, Hour** |
|---|---|
| Draftsperson/Secretary | $45.00 |
| Engineering Technician | $43.00 |
| Senior Engineering Technician | $43.00 |
| Laboratory/Field Supervisor | $65.00 |
| Certified Steel/Welding Inspector | $90.00 |
| Staff Engineer/CMT Project Manager | $90.00 |
| CME Manager | $90.00 |
| Senior Project Manager/Senior Engineer, P.E. | $120.00 |
| Consultant, Client Representative, Project Principal, P.E. | $125.00 |

The applicable field rate will be invoiced for all hours worked, including travel time, report and sample preparation. Technician time will be invoiced on a portal-to-portal basis from our office. Overtime rates of 1.33 times the regular hourly rates will be charged for time worked outside normal workday hours of 8:00 am to 5:00 pm and over eight (8) hours per day, Monday through Friday and all day Saturday. Hours worked on, or holidays will be invoiced at the rate of 2.0 times the regular hourly rates. A minimum three (3)-hour billed per visit to project site will be invoiced; hours will be rounded up to the next whole number. A 5 percent technical review and administration cost will be added to all invoices.

Out-of-town subsistence and travel expenses incurred by an employee in connection with the project will be invoiced at cost plus 15 percent or at a Per Diem rate of $125.00 per day per individual. Use of company vehicles will be charged on the basis of $0.75 per mile.

## General Information

Expenses incurred in connection with the project will be invoiced at cost plus 15 percent. These expenses may include the following:

Services directly applicable to the work, such as special legal and accounting expenses, special consultants, subcontractor services, and similar costs that are not applicable to general operating expenses. Identifiable communication expenses, such as long distance telephone, facsimile, telegraphy, cable, express delivery charges, postage, and similar costs that are not applicable to general correspondence and/or operating expenses.

Identifiable processing and reproduction costs applicable to the project, such as developing, blueprinting, photocopying, printing, and similar costs that are not applicable to general operating expenses.

Invoices will be submitted monthly for work in progress and are due and payable 30 days from invoice date. Interest will be charged at the rate of 1.5 percent per month for late payments. Information and corresponding fees for special services and testing not presented herein will be furnished upon request.

# TABLE 1
# ESTIMATED FEE SUMMARY

Our fee estimate is in accordance with the time and tests performed as shown below.

## SOILS

| | |
|---|---|
| Estimate 150 hours field testing and observation @ $43/hour | $ 6,450 |
| Estimate 3 standard proctors @ $200/test | $ 600 |
| Estimate 1 modified proctors @ $200/test | $ 200 |
| Estimate 4 Atterberg Limits @ $60/test | $ 240 |
| Estimate 4 sieve analysis (-200) @ $60/test | $ 240 |
| Estimate 1 Texas Triaxial Test (TEX 117-E) @ $1,250/test | $1,250 |
| Estimate 130 nuclear density tests (every 300 linear feet at every 6” lift) @ $12/test | $ 1,560 |
| Estimate 50 vehicle trips @ $20/trip | $ 1,000 |
| *Sub-Total (Soils)* | *$ 11,540* |

## ASPHALT

| | |
|---|---|
| Estimate 30 hours asphalt observation @ $43/hour | $ 1,290 |
| Estimate 2 asphalt mix verification @ $250/test | $ 500 |
| Estimate 10 asphalt cores @ $40/core | $ 400 |
| Estimate 10 vehicle trips @ $20/trip | $ 200 |
| *Sub-Total (Asphalt)* | *$ 2,390* |
| Project Manager 12 hours @ $90/hour | *$ 1,080* |
| *Total Cost* | *$ 15,010* |

# EXHIBIT E

-Work Authorization

# HIDALGO COUNTY

## Professional Engineering Services

## Contract # C-13-189-02-11

## Work Authorization Form

# WORK AUTHORIZATION NO. 1

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **TEDSI INFRASTRUCTURE GROUP INC.**, professional engineers of Mission, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide
Plans, Specifications & Estimates (PS&E) Engineering Services for the reconstruction of Roosevelt Rd from the junction with Owassa Rd to FM 1423 (Valverde Rd)

The scope of services to be provided by the **Owner** is identified in ***ATTACHMENT "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 ***ATTACHMENT "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 **$ 55,250.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **ATTACHMENT "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 **6** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.1 shall be funded through funding source:
Account No. 4-1303-431-00-124-143-0-731
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 #4,** Commissioner Joseph Palacios as to content and detail of this **Work Authorization No. 1**.

**HIDALGO COUNTY PRECINCT No. 4**

**BY: _____**
**Hon. Joseph Palacios, Commissioner**

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____**,** 2014.

**THE ENGINEER:**
**TEDSI INFRASTRUCTURE GROUP CONSULTING ENGINEERS**

**By: _____**
**Jesse Salinas, Principal**

**THE OWNER:**
**HIDALGO COUNTY**

**By:_____**
**Ramon Garcia, County Judge**

**ATTEST:**

**By: _____**
**Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Scope of Services to be provided by the Owner
ATTACHMENT "B" - Scope of Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

# ATTACHMENT "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 the Project.

The **OWNER** will provide to the **ENGINEER** the following:

1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

4) Provide any available relevant data the **OWNER** may have on file concerning the project.

5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed- upon work schedule prepared in accordance with Attachment "C" of this Agreement.

6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

7) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.

8) Assist the **ENGINEER** as required in the coordination with regulatory agencies.

9) Review and approve the Project design criteria.

10) Review and approve change orders as required and prepared by the **ENGINEER**.

# ATTACHMENT "B"
# Scope of Services to be Provided by the Engineer

**Roosevelt Rd - Junction with Owassa Rd to FM 1423 (Valverde Rd)**
**Approximately 0.5 miles**

The **Engineer** shall provide the following engineering services required for the preparation of the plans, specifications and estimates (PS&E) for **Roosevelt Rd**. The **Engineer** shall maintain a direct line of communication and coordinate very closely with the Hidalgo County Pct 4.

## A. BASIC ENGINEERING DESIGN SERVICES

### UTILITIES
1. Coordinate and attend utility coordination meetings. Provide copies of plans to the utility companies at 60% and final plan submittals.
2. Coordinate with utility companies to determine areas of conflicts.

### ROADWAY DESIGN CONTROLS
1. Develop Typical Sections – No pavement design will be completed as part of the scope of work. Pavement section will be based on Hidalgo County roadway standard for class "C" Pavement collector (2" ACP, 8" Flexible Base with 2% lime and 12" Subgrade with 6% lime). Asphalt = 24'wide, Flexible base = 26' wide, Subgrade = 28'wide and roadside ditches.
2. Prepare plan and profile sheets for roadway and intersecting streets as required for widening and/or reconstruction.
3. Determine roadway quantities, including cut and fill quantities, and prepare quantity summary sheet.

### DRAINAGE
1. Coordinate all drainage design with Hidalgo County Pct 4 and Hidalgo County Drainage District No.1.
2. Identify the drainage watersheds for this project, by means of site visits, as built-plans, USGS data, Pct 4 Drainage Studies and Survey information.
3. Calculate the existing and proposed discharge values, analyze the existing outfall channels & storm sewer systems all for a 2 yr design frequency.
4. Culvert design
5. Design and develop outfall to drainage outfalls in the vicinity of Roosevelt Rd/Owassa Rd junction.
6. Compute and summarize all drainage quantities.
7. Select all drainage standards and develop all miscellaneous drainage details.
8. Storm Water Pollution Prevention Plan (SW3P)
   a) Develop SW3P Narrative
   b) Develop SW3P Plans. SW3P controls may include but are not limited to temporary sediment fence, construction exits, and rock berms.
   c) Compute and summarize all SW3P quantities.

### MISCELLANEOUS (ROADWAY)
1. Develop Miscellaneous Roadway Details.
2. Prepare Advance Warning Signage and Barricades at intersecting roadways.
   a) Traffic Control Plan will be developed based on street closures.
3. Prepare Title Sheet and Index sheets.

4. Calculate project quantities and prepare quantity summary sheet.
5. Prepare general notes.
6. Prepare driveway tables
7. Prepare list of Standard Drawings to be included in the plans.
8. Assemble plans for project milestones. Two reproducible paper (11" x 17") copies of the plans shall be submitted to the Pct 4 at the 60% and final design completion stages.
9. Upon completion of the review of the final plans, 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.
10. Coordinate with Pct 4 and other agencies.
11. Develop and assemble Preliminary Construction Cost Estimates at 60% and final plan milestone submittals.
12. Develop Roadway Design Criteria.

**SIGNING, PAVEMENT MARKINGS**

1. Signing and Pavement Markings are to be shown on roadway P&P

**CONSTRUCTION SUPPORT**

1. Prepare Bid Documents
2. Attend and Coordinate Pre-bid Conference
3. Evaluate Bids
4. Make Award Recommendation
5. Assist County with preparation of Contract Documents.
6. Attend and Coordinate Pre-construction Conference.
7. Site visit once a week during construction.
8. Respond to Request for Information (RFI) from Contractor
9. Review Pay Requests
10. Preparation of Change Orders
11. Final Site Visit
12. Record Drawings

**B. SPECIAL ENGINEERING DESIGN SERVICES**

**TRAFFIC SIGNALIZATION**

The Engineer shall inventory traffic signal at the intersection of Roosevelt Rd at FM 1423 (Valverde Rd). Traffic signal shall be designed as a modifications as per requirements set forth in TXDOT's standards.

General Requirements:

- Contact Local Utility Company, conduct joint field investigation, determine service drop locations, determine need for adjustment of overhead utility lines.
- Select TXDOT standard drawings.
- Signal configuration shall be span wire with luminaires on signal poles.

Traffic Signal Layouts to include the following layouts:

- General Notes
- Summary - Traffic Signal

- Existing Conditions Layout (single bank 1"=50')
- Proposed Signal Layouts (single bank 1"=60') shall include the following:
    - Legend
    - Notes
    - Signal configuration type
    - Detection location
    - Controller location/type
    - Ground box location/type
    - Wiring/Conduit location
    - Signal head orientation
    - Luminaires location/orientation
    - Overhead signs location
    - Phasing/Phase sequence diagram
    - Electrical schedule
    - Detector schedule
    - Signal head schedule
    - Foundation schedule
    - Sign details schedule
    - Timing chart (isolated)
    - Electrical service data

**IRRIGATION**

1. Coordination with Irrigation District for development of inverted siphon or culvert crossing.
2. Design and detail inverted siphon or culvert crossing.

## C. FIELD DESIGN SURVEY SERVICES

**FIELD SURVEYING**

1. Cross Sections
    a) Provide cross sections every 100' up to existing apparent Right Of Way (ROW) line
    b) Cross section for drainage channels. Three sections (0 ft, 100 ft and 200 ft) down and upstream of proposed outfall as required.
2. Topographics survey of entire project length including:
    a) Topography within existing apparent ROW.
    b) Topography shall include any existing drainage crossings.
    c) Intersections for 100 feet within project's area
    d) Include flow lines, size and direction of irrigation and drainage channels/structures
    e) Include utilities and drainage structures
    f) Perform one-call (Dig Tess) and identify and locate utilities (within limits of R.O.W.) as flagged/marked by utility companies
    g) Provide copies of all utility maps obtained from utility companies along with one call (Dig Tess) documentation/confirmation.
    h) Provide list of each utility contact person
    i) Include inverts on sanitary sewer, measure downs to top of keys on water and gas mains
    j) Survey sanitary sewer manholes downstream and upstream of project to determine flow and connectivity.
    k) Locate proposed soil core holes as drilled.
    l) 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.

m) Establish 2 benchmarks for project control.
n) Provide project ties at limits of project in order to provide adequate length to establish grades.
o) Determine apparent ROW based on existing features, i.e. fences, power lines, corner pins, etc.

**D. <u>ADDITIONAL SERVICES NOT INCLUDED AS PART OF THIS PROJECT</u>**

1. Utility Design
2. ROW Survey and Acquisition Services
3. Traffic Studies
4. No separate sign, pavement marking, sign details or summaries will be prepared.
5. Design of irrigation ditches and lines
6. Bridge Design
7. Construction staking
8. Right of Way recovery and or documents.
9. Development of specifications.
10. Submittal of documents to other agencies: Pct 4 to submit required documents (prepared by TEDSI)
11. Design of new drainage outfalls (design to tie into existing outfalls)
12. All Environmental Services and Site Assessment and necessary permits in regards to:
    a) Impacts
    b) Wetlands
    c) Endangered species
    d) Historic/archaeological/cultural
    e) Assist in developing a public involvement plan.
13. Coordination with regulatory agencies
14. Advertisement and award of construction contract
15. Geotechnical Services:
    a) Pavement section design or testing prior to PS&E development
    b) Material testing during construction
16. Perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.
17. Construction Management:
    a) Construction Inspection
    b) Construction Staking
    c) R.O.W. Staking

Additional Services to be negotiated by Supplemental Agreement.

# ATTACHMENT "C"

Work Schedule

**Roosevelt Rd - Junction with Owassa Rd to FM 1423 (Valverde Rd)**

| Task | Months from Notice to Proceed | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| **Field Survey** | ■ | | | | | | | |
| **Engineering Design** | | ■ | ■ | ■ | | | | |
| **Construction Support** | | | | | ■ | ■ | ■ | ■ |

# ATTACHMENT "D"

Estimated Fee Proposal

| | | | |
|---|---|---|---|
| **Roosevelt Rd** | | | |
| **Junction with Owassa Rd to FM 1423 (Valverde Rd) - 0.5 miles** | | | |
| Rate = $500K/mile | | | |
| **Construction Cost (Roadway)** | | = | **$250,000.00** |
| **Construction Cost (Irrigation Siphon + Traffic Signal)** | | = | **$160,000.00** |
| **Engineering Services** | | | |
| **Basic Engineering Design Services Fee at** | 10% | = | **$25,000.00** |
| **Special Engineering Design Services Fee at** | | | |
| Traffic Signalization | LS | = | $10,000.00 |
| Irrigation Design | LS | = | $10,000.00 |
| Subtotal | | | **$20,000.00** |
| **Field Design Survey Services Fee at** | 2.5% | = | **$10,250.00** |
| **Total Engineering Services** | | | **$55,250.00** |

**AI-43012** **Purchasing Department 24. C. 3.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Nielda Cavazos,
PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional appraisal services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional appraisal services for Brewster Park-Land Exchange project in Precinct No. 4.

| | | | |
|---|---|---|---|
| Evaluator | HLH Appraisal Services | Integra Realty Resources Austin | George J. Salazar |
| Evaluator | 94 | 93 | 96 |
| Ranking | | | |

C. Authority for the Purchasing Department to negotiate a professional appraisal services contract with the No. 1 ranked firm of _____ for: Brewster Park-Land Exchange project in Precinct No. 4.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1342-452-00-124-124-0-719

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

**BUDGETARY IMPACT:**

## Attachments

grid

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Auditor's Office | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Nielda Cavazos Started On: 02/05/2014 08:13 AM

Final Approval Date: 02/07/2014

HIDALGO COUNTY PRECINCT NO 4

FOR

Appraisal Services

For Brewster Park-Land Exchange Project Located in Pct 4

# Scoring & Evaluation GRID

**Appraisal Services**

| Total Scores | HLH Appraisal Services | Integra Realty Resources-Austin | George J. Salazar |
|---|---|---|---|
| Evaluator 1 | 94 | 93 | 96 |
| RANKING | | | |

*Scoring & Evaluation was completed by Pct No 4 *

**AI-42990** **Purchasing Department 24. D. 1.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Eduardo Olivarez, Chief Administrator **Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Acceptance and approval of a negotiated Consulting Services Contract with Kevin Nolting, dba, Nolting Consulting LLC for the provision of "The Medicaid 1115 Waiver Texas Healthcare Transformation And Quality Improvement Program" as Commissioners Court previously approved exemption of a professional service on December 20, 2013-AI#41730.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-444-00-240-005-0-320

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

**BUDGETARY IMPACT:**

Available balance as of 2-5-14 $138,850.00

## Attachments

Agreement Documentation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/04/2014 03:02 PM |
| Budget & Management | Debbie Tamez | 02/04/2014 04:49 PM |
| Manuel Chapa | Manuel Chapa | 02/05/2014 11:06 AM |
| Auditor's Office | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Vangie Garcia Started On: 02/04/2014 10:48 AM

Final Approval Date: 02/07/2014

**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.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2013

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: Ted H. Heaton III State Farm<br>3933 Steck Ave, B-111<br>Austin, TX 78759 | CONTACT NAME: Joseph Garlock<br>PHONE (A/C, No, Ext): 512-343-8774 ext 2402 FAX (A/C, No): 512-343-9342<br>E-MAIL ADDRESS: joseph@tedheaton.com |
| INSURED: NOLTING, KEVIN<br>10812 WINTERGREEN HL<br>AUSTIN, TX 78750-3452 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : State Farm Lloyds — 43419<br>INSURER B : State Farm Mutual Automobile Insurance Company — 25178<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>[X] POLICY [ ] PRO-JECT [ ] LOC | Y | | 90-CE-H556-1 | 12/13/2013 | 12/13/2014 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>BUS PERS PROP | $ 2,000,000<br>$ 300,000<br>$ 5,000<br>$<br>$ 4,000,000<br>$ 4,000,000<br>$ 1,000 |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | U27 6471-E29-53 | 11/29/2013 | 05/29/2014 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$ 30,000<br>$ 60,000<br>$ 50,000 |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | [ ] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

Hidalgo County
1304 S 25th Ave
Edinburg, TX 78542

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T. H. Heaton III

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**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## Re: Consulting Services for the 1115 Waiver

**From :** Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Tue, Feb 04, 2014 10:40 AM

**Subject :** Re: Consulting Services for the 1115 Waiver

**To :** michael garza <michael.garza@da.co.hidalgo.tx.us>

**Cc :** Dairen Sarmiento <dairen.sarmiento@hchd.org>, perla lopez <perla.lopez@hchd.org>, josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Great news.....will proceed ahead and get this going.
Thank you for your help.

---

**From:** "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
**To:** "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
**Cc:** "Dairen Sarmiento" <dairen.sarmiento@hchd.org>, "perla lopez" <perla.lopez@hchd.org>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
**Sent:** Tuesday, February 4, 2014 10:22:47 AM
**Subject:** Consulting Services for the 1115 Waiver

Vangie,

Attached is the agreement for consulting services for the 1115 Waiver, which our office approves as to form.

Please let me know if you have any questions or concerns.

**Michael Garza**
*Assistant Criminal District Attorney*
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

**********
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**AI-42666** **Purchasing Department 24. D. 2.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Martha Salazar **Submitted By:** Sandy Suarez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Presentation of responsible, lowest and best bid received as detailed in tabulation sheet contained herein and meeting all specifications and/or requirements for the purpose of award with approval of contract for RFB titled: Hidalgo County Health & Human Services Department- " Funeral and Burial Services for Hidalgo County Qualified Indigent Families" through project No.: 2014-008-01-08-SGS.

### BACKGROUND

1. Contract expires on February 28, 2014.
2. New Contract will commence on February 29, 2014.
3. Contract document was reviewed and approved by Legal Counsel as to form.

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-444-00-240-002-0-345

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

**BUDGETARY IMPACT:**

HHSD- Funds available as of 02/03/14.

## Attachments

Recommendation, tab , participation log

Legal approval

Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 01/29/2014 11:19 AM |
| Budget & Management | Debbie Tamez | 01/29/2014 03:04 PM |
| Glinda Pacheco | Glinda Pacheco | 02/03/2014 03:57 PM |
| Auditor's Office | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Sandy Suarez Started On: 01/14/2014 11:37 AM

Final Approval Date: 02/07/2014

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

**TO:** **Eddie Olivarez, Chief Administrative Director**
Hidalgo County Health & Human Services

**ATTN:** Dairen Sarmiento via email: dairen.sarmiento@hchd.org

**FROM:** Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

**DATE:** January 08, 2014
**RE:** **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST**
**Bid No. 2014-008-01-08-SGS**-Hidalgo County -"Funerial & Burial Services for Hidalgo County Qualified Indigent Families"

We have received **two (2) responses** for the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the low bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Wedensday, January 15, 2014; in order to place this item on the agenda for next proposed Commissioners Court Meeting, Tuesday, February 04, 2014.**

**Indicate the name of the Vendor(s) in the box below**. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

| **COMMENTS/CONCERNS:** |
|---|
| Recommend: Memorial Funeral Home |
| |
| Budget Acct No.: 4-1100-444-00-240-002-0-345 |

Dairen Sarmiento D. Sarmiento Human Services 1-9-14

**AUTHORIZED SIGNATURE** **PRINTED NAME** **DEPARTMENT** **DATE**

Enclosures

# HIDALGO COUNTY PURCHASING DEPARTMENT
# ACCEPTANCE SHEET

**DEPARTMENT NAME**: HIDALGO COUNTY

**BID OPENING DATE**: **JANUARY 08, 2014** | **BID OPENING TIME:** 9:30 A.M.

**DESCRIPTION OF BID**: **"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"**

**BID NO**: **2014-008-01-08-SGS** | **BUYER: Sandy Suarez**

| BID Nº | NAME OF COMPANY | BURIAL & FUNERAL SERVICES | | |
|---|---|---|---|---|
| #1 | MEMORIAL FUNERAL HOME | 1 ) Adults (12 yrs & older) | a) up to 250 lbs | $ 525.00 |
| | | | b) 251-400 lbs | $ 525.00 |
| | | | c) 401-over | $ 525.00 |
| | | 2) Child (4-11 yrs) | | $ 525.00 |
| | | 3) Infant (0-3 yrs) | | $ 425.00 |
| | | 4) Cremation (12 yrs & older) over size : 251-over | | $ 425.00 |
| | | 5) Cremation (12 yrs & older) | | $ 425.00 |
| | | 6) Cremations (0-11 yrs) | | $ 425.00 |
| #2 | RIC BROWN FUNERAL HOME | 1) Adults (12 yrs & older) | a) up to 250 lbs | $ 495.00 |
| | | | b) 251-400 lbs | $ 1,100.00 |
| | | | c) 401-over | $ 2,395.00 |
| | | 2) Child (4-11 yrs) | | $ 495.00 |
| | | 3) Infant (0-3 yrs) | | $ 395.00 |
| | | 4) Cremation (12 yrs & older) over size : 251-over | | $ 500.00 |
| | | 5) Cremation (12 yrs & older) | | $ 395.00 |
| | | 6) Cremations (0-11 yrs) | | $ 395.00 |

**HIDALGO COUNTY PURCHASING DEPARTMENT**
**PARTICIPATING BIDDER'S LOG**
**SPECIFICATIONS/BID PACKETS**
**RFB-RFP-RFQ**

**BID OPENING DATE: January 08, 2014 BID OPENING TIME: 9:30 A.M.**

**DEPARTMENT/BID DESCRIPTION:"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"-HIDALGO COUNTY-HEALTH AND HUMAN DEPARTMENT BID NO.: 2014-008-01-08-SGS**

| NAME OF VENDOR: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | ADDRESS & PHONE NO |
|---|---|---|---|---|
| 1. Lord & I Cemetery, INC<br>Evelyn/John David Santos | BLM | vwmission@hotmail.com<br>Sandy Suarez | 12/23/13 | 2200 N. Conway<br>Mission, Texas 78572<br>Tel: 956-585-2721 |
| 2. JHighland Memorial Park<br>Ruben Macias | BLM | ruben.macias@sci-us.com<br>Sandy Suarez | 12/23/13 | 6705 N. FM 88<br>Weslaco, Texas 78596<br>Tel: 956-968-5538 |
| 3. Rivera Funeral Home<br>Aaron Rivera | | Ronrivera55@yahoo.com<br>Sandy Suarez | 12/23/13 | 1901 Pecan Blvd.<br>McAllen, TX 78501<br>Tel: 956-618-2373 |
| 4. Memorial Funeral Home<br>Leon DeLeon | TR/Email | memfuneral@aol.com<br>Sandy Suarez | 12/23/13 | 208 East Canton<br>Edinburg, Texas 78539<br>Tel: 956-380-1416 |
| 5. Hidalgo Funeral Home<br>Jose Sanchez Jr./Dora | BLM/EM | josesanchezjr@gmail.com<br>Sandy Suarez | 12/23/13 | 1501 N. International Blvd<br>Ste 200<br>Hidalgo, TX 78577<br>Tel: 956-843-7993 |
| 6.Ceballos Funeral Home<br>Linda Ceballos | BLM | Ceballosfuneralhome@yahoo.com<br>Sandy Suarez | 12/23/13 | 1023 North 23rd<br>McAllen, Texas 78501<br>Tel: 956 |
| 7. Val Verde Memorial Gardens<br>Danny Mills/Esperanza | BLM | valverdememgrdn@aol.com<br>Sandy Suarez | 12/23/13 | P. O. Box 671<br>Donna, Texas 78537<br>Tel: 956-464-6060 |
| 8.Aurora Funeral Home<br>Talyna "Lyna" Morales | Email | hernandezfunerals@gmail.com<br>Sandy Suarez | 12/23/13 | 8610 south Cage Blvd<br>Pharr, Texas 78577<br>Tel: 956-782-6150 |
| 9. Ric Brown Funeral Home<br>Frank Casarez | TR/ Email | frank@ricbrown.com<br>Sandy Suarez | 12/23/13 | 841 e. Austin Ave.<br>Alamo, TX. 78516<br>Tel: 956-787-6333<br>Cell: 956-248-7330 |
| 10. Cardoza Funeral Home | I/P | ogcardoza@gmail.com | 01/02/14 | 1401 E. Santa Rosa Ave.<br>Edcouch, TX. 785<br>956-262-6744 |
| 11 | | | | |
| 12 | | | | |

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
**E-MAIL (EM)** **TELEPHONE REQUEST (TR)**

**Zimbra** **leticia.saenz@co.hidalgo.tx.us**

# RE: Review & Approve Contract# C-14-008-02-04-Velma Sue De Leon d/b/a MEMORIAL FUNERAL HOME-Hidalgo County

**From :** Steve Crain <scrain@atlashall.com> Tue, Jan 28, 2014 07:42 AM

**Subject :** RE: Review & Approve Contract# C-14-008-02-04-Velma Sue De Leon d/b/a MEMORIAL FUNERAL HOME-Hidalgo County

1 attachment

**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is OK

---

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Monday, January 27, 2014 5:06 PM
**To:** Steve Crain
**Cc:** Marynel Trevino; Martha Salazar; Sandy Suarez; Darlene H. Betancourt
**Subject:** Review & Approve Contract# C-14-008-02-04-Velma Sue De Leon d/b/a MEMORIAL FUNERAL HOME-Hidalgo County

Good afternoon, Mr. Crain-

Please review and approve as to form contract# **C-14-008-02-04 (attached hereto)** with **Velma Sue De Leon** d/b/a **MEMORIAL FUNERAL HOME** for the purposes of: **Funeral** and **Burial Services for Hidalgo County Qualified Indigent Families (on an as needed basis)** for **Hidalgo County.**

***Note: will be placed on the next CC agenda for final approval.**

Please advise.

Thank you.

***Leticia H. Saenz, CPPB/Contracts Manager***
*Hidalgo County Purchasing Department*
*2812 South Business Highway 281*
*Edinburg, Texas 78539*
***P**(956) 318-2626 **F**(956) 318-2629*
*Email: leticia.saenz@co.hidalgo.tx.us*

**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

# SERVICE CONTRACT
# C-14-008-02-11

**THIS CONTRACT** is made and entered into this **11th** day of **February, 2014** by and between the **County of Hidalgo, Texas** ("County") and **Velma Sue De Leon** d/b/a **MEMORIAL FUNERAL HOME** (“Company").

**WHEREAS,** Company responded to notices for Request for Sealed Bids (RFB) for: **Funeral** and **Burial Services for Hidalgo County Qualified Indigent Families (on an as needed basis)** for the **Hidalgo County** (the "Services"); and

**WHEREAS,** Company submitted a sealed quote to provide services in accordance with Exhibit “A” Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

**WHEREAS,** in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit “A” Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote 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 in accordance with the Specifications contained in Exhibit “A” Request for Sealed Bids (RFB) Procurement Packet within

**Hidalgo County** following a request for Services by the **Hidalgo County**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years** (on an as needed basis), commencing on **MARCH 1, 2014** and expiring on **FEBRUARY 29, 2016** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons

connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:
County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company:
**Velma Sue De Leon**
d/b/a **Memorial Funeral Home**
Attn: Leon De Leon, Funeral Director
208 East Canton
Edinburg, Texas 78539

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement**. This 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.

**WITNESS** our hands in duplicate originals this ____day of _____, 2014.

**APPROVED AS TO FORM**
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

**ATTEST:**

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

**COMPANY:**
**Velma Sue De Leon** d/b/a
**MEMORIAL FUNERAL HOME**

By:_____
Printed Name: Leon De Leon
Title: Funeral Director

# EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

# PURCHASING DEPARTMENT
## County Of Hidalgo

December 23, 2013

Bidder's name

Address

City

State, Zip Code

RE: Hidalgo County-Request for Bids – **"FUNERAL AND BURIAL SERVICES FOR HIDALGO COUNTY QUALIFIED INDIGENT FAMILIES"**
**RFB № 2014-008-01-08-SGS**

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

**Hidalgo County Purchasing Department**
**New Administration Building**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

REQUEST FOR BIDS

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The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 23, 2013
Date

| Bid No: 2014-008-01-08 | Buyer II: Sandy Suarez | Tel. No: (956) 318-2626 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY HEALTH DEPARTMENT
## "FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

## BID OPENING DATE

**January 08, 2014**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFED INDIGENT FAMILIES- Hidalgo County Health Department"** 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-2014-008-01-08-SGS-"Funeral and Burial Services for H. C. Qualified Indigent Families – Hidalgo County-Health Department"**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JANUARY 08, 2014. 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-2014-008-01-08-SGS-RFB-FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES – Hidalgo County-Health Department".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES-Hidalgo County Health Department"** 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
Attn: Accounts Payables
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

17. Schedule of Events

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **JANUARY 08, 2014** |
| Award of Contract | _____, 2014 |
| Commence Work or Deliver Products | _____, 2014 |

18. Bid or Performance Bond and Debarment Certification; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept

from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. 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.

22. 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.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm . If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. 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.

25. Any contract awarded 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.

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 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.

27. 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.

28. 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.

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 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.

Bid
For

**HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT**
**"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMLIES"**
**BID NO.: 2014-008-01-08-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# REVISED EXHIBIT "A"
# HIDALGO COUNTY
# FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
# RFB NO.: 2014-008-01-08-SGS

**SCOPE:** The County of Hidalgo is seeking a provider for "Funeral & Burial Services for Hidalgo County Qualified Indigent Families", with strict responsible adherence to all specifications and/or requirements contained herein, but not limited too; and with the bidder submitting the lowest and complying bid. This RFB seeks to solicit interested parties who can bid on the **entire process** of providing the needed services for a simple yet dignified interment of indigent county residents on a unit basis.

The Hidalgo County Health and Human Services Department is the County's agency designated to coordinate "Funeral and Burial Services" for Hidalgo County's qualified indigent families. Before payment will be made by Hidalgo County, the contractor shall refer families and/or representatives of the deceased to the **Hidalgo County Health and Human Services, Attn: Dairen Sarmiento, 1304 S. 25th Avenue, Edinburg, Texas 78542,** and/or to the locations listed in Attachment **"A"** for the application screening process Monday through Friday 8:00 a.m. – 5: 00 p.m. The Health and Human Services Department Director or designated agent shall give a voucher to the contractor to claim the body and prepare it for possible burial. When a burial occurs, the unit pricing includes a casket, funeral service and graveside services.

## LICENSE(S)/CERTIFICATION:

Bidder must provide copies of the following licenses as per Texas Occupations Code, Sec. 651-253 General License Requirements.

A) Funeral Director License
B) Establishment Licenses
C) Any certifications required by law to conduct such services with the bid in order to be considered for award.

## VOLUME:

The annual estimated quantities contained as part of this bid packet are based on Hidalgo County Health and Human Services Department records for the **year 2012.** All services will be on an **"AS NEEDED BASIS ONLY"** and there is no guarantee of annual volume.

| **Annual Estimated Quantities for the Year 2012** | | |
|---|---|---|
| **Description:** Traditional **Funeral Services** | **Description:** Traditional **Burial Services** with Burial Plot Marker (Single burial plot) | **Description:** Cremations & Internment of Cremated Remains |
| Adults (12 years and over) and Child (4-11 Years) **34** Infant (0-3 years) **19** | Adults (12 years and over) **28** Child (**0**-11 years) **19** | Adults (12 Years and over) **44** Infants (0-11 Years) **12** Internment of Cremated Remains **0** |

# REVISED EXHIBIT "A"
# HIDALGO COUNTY
# FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
# RFB NO.: 2014-008-01-08-SGS

## CREMATION OR TRADITIONAL FUNERAL SERVICES

**SPECIFICATIONS:**

The following Schedule provides specifications to be followed for Funeral Services:

a) **REMOVABLE OF THE BODY**: The Contractor will provide for removal of the Decedent's body from place of death within Hidalgo County by Hidalgo County contract awarded vendor.

b) **FUNERAL DIRECTOR:** The decedent, at all times, shall be attended by, and interred, or buried, in the presence of a Funeral Director licensed under the laws of the State of Texas. A copy of Funeral Director License must be included. The contractor must be a licensed funeral home establishment according to Texas Statute 651.351.

c) **NEXT OF KIN:** At the request of "Next of Kin", any other licensed Funeral Director may claim a body from the awarded Contractor. A family member must sign a release, allowing the Contractor to relinquish the body to the preferred funeral home. The family will then be liable for any and all expenses incurred by the Contractor.

d) **ABSENCE OF NEXT OF KIN OR FAMILY:** In this event, the Contractor must obtain a statement from the Pathologist or Hospital/Healthcare facility that attempts were made to contact family to no avail and that the deceased appears to be indigent. A minimum of 72 hours for a response from the next of kin is required. An affidavit of fact properly made out and sworn to by the Funeral Director will be attached to the invoice for services. In cases of unclaimed bodies, the Contractor will be directed to provide a traditional burial as the method of disposition or cremation if ordered by a Justice of the Peace. The creamation remains will be kept with the County.

e) **PREPARATION OF DECEDENT**: The body of the deceased shall be clean, groomed and placed in the casket and shall be dressed in a new burial robe and new hose made for the sex of the deceased.

f) **EMBALMING:** It is understood that embalming is not specifically required by law or applicable industry standards in every case prior to burial; however, any body held for more than 24 hours after death must either be maintained at a specified temperature, as required by law or applicable industry standards, or embalmed by a licensed embalmer. If embalming occurs other than as required herein, it is at the discretion of the Contractor and with the approval of the legal Next of Kin (If applicable). Consent must be acquired by the Funeral Home, as required by local, state and federal law. Refrigeration costs are included in the contracted price and no additional reimbursements to the Contractor for the embalming will be made by the County.

g) **VIEWING TIME:** A minimum of two (2) hours of viewing time must be given to the family or representatives of the deceased in the designated chapel of the Contractor.

h) **VIEWING SERVICE:** Religious services may be held at the request of the family of the decedent during the two (2) hours of viewing time the religious service may be conducted by a religious organization free of charge to the family or representatives of the deceased. Any religious services held shall be at no additional cost to the County.

i) **CASKET:** The body shall be interred, or buried, in a new casket of the same general appearance and size as standard caskets, made from good quality wood or metal, thickness of materials to be one inch before surfacing, padded on inside and covered completely on all surfaces with cloth and shall have two handles attached to each side for a minimum of four handles.

j) **FUNERAL PROCEDURE:** The entire funeral procedure, from the time the body is retrieved by the Contractor until the body is transported to a cemetery or in the case of cremation taken to a crematory shall be subject to inspection at any or all of the time by the County. The Contractor must notify Hidalgo County Human and Health Services Department, Attn: Dairen Sarmiento, Director, with the proper time and place of burial. The Director or any of his/her personnel may conduct inspection(s) of said services.

k) **TRANSPORTATION TO THE CEMETARY:** The body shall be transported from the establishment of the Contractor to the grave site in a conventional type hearse. The burial shall be performed and attended by at least one licensed funeral director and one Contractor employee, and the casket shall be transported by no fewer than two (2) of the Contractor employees with the same dignity, decorum and solemnity to the grave as is conventional at other funerals.

l) **VEHICLE/HEARSE** must include cost to pick up bodies within Hidalgo County and transport to a cemetery contractor within Hidalgo County. **Must include a list of vehicles to be used to provide this service along with vehicle insurance documentation (vehicle schedule).**

m) **CREMATIONS** (perferrably Contractor should own a Crematory): If the family has no reservations concerning cremation, Hidalgo County may suggest cremation as a cost reduction measure. However, cremation will not be required if the family objects. The Contractor is responsible for providing the cremation tray and crematory services. In the case of cremation, a direct cremation will be provided there will be no viewing or services. The Contractor must notify the next of kin or representative when cremation remains are available for retrieval or interment. Cremated remains shall be given to the next of kin or representative not later than the 30th day after the date of cremation. The cremation remains will be placed in a standard box container provided by the Crematory. The Contractor is **not** responsible for providing an urn.

n) **DEATH CERTIFICATES:** Reports of death shall be obtained from the proper authorities as prescribed by the Texas Health and Safety Code Section 191.002 et. seq. These instruments, properly approved, must be available at the time of the interment or cremation. A CERTIFICATE OF BIRTH AND A CERTIFICATE OF DEATH SHALL NOT BE REQUIRED FOR A CHILD THAT HAS NOT ADVANCED TO THE 40TH WEEK IF INTRA-UTERINE GESTATION.

o) **SUBSTITION AND/OR ADDITIONAL SERVICES:** The County contract must be strictly adhered to if the body is to be processed and services paid by the County. Hidalgo County Health and Human Services Department **shall not** be liable for additional services not called for by the contract; both the funeral and burial services would then be treated as private service and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private service

p) **PAYMENT:** Before Hidalgo County Health and Human Services makes payment to the contractor, the contractor shall furnish an itemized invoice for services, and an affidavit, properly sworn to, stating that these specifications have been strictly adhered to, and that contractor has not received, and will not receive, any money or other type compensation form any party for the services for which the Hidalgo County Health and Human Services Department is paying.

q) **RELIGIOUS EXCEPTIONS:** Any additional costs for additional services that maybe required in order to comply with the deceased's religious beliefs and practices shall become the responsiblitiy of the deceased next of kin.

## BURIAL SERVICES

**SPECIFICATIONS:**
The following Schedule provides specifications to be followed for Burial Services:

1. **BURIAL SCHEDULE:** Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.

2. **GRAVE:** Burial shall be in a grave provided in a cemetery. Contractor is required to open and close the grave as appropriate.

3. **BURIAL PROCEDURE:** The entire burial procedure, from the time the body is taken in charge by the Contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

4. **GRAVESIDE SERVICE:** Religious services shall be held at the request of the family of the deceased, or where there is no family, the religious service may be conducted by a minister. Any religious services held shall be at no additional cost to the County.

5. **FUNERAL DIRECTOR:** No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial. A copy of Funeral Director License must be included. The contractor must be a licensed funeral home establishment according to Texas Statute 651.351.

6. **BURIAL PLOTS:** All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (no mounding) with a plot marker. **Perpetual care is not required.**

7. **SUBSTITUTIONS AND/OR ADDITIONAL SERVICES:** The County contract must be strictly adhered to if the body is to be processed and services paid for by the County. If the next of kin or representative desires a different coffin or additional services not called for by the contract, both the funeral and burial services would then be treated as private services and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private services.

## TERMS, CONDITIONS AND REQUIREMENTS

1) The term of the contract is for a period of four (4) years with the County's option to renew for an additional one (1) year under the same rates, terms and conditions.

2) Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for next contract term.

3) Hidalgo County may award the bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

4) **Hidalgo County** reserves the right to hold bids for a period of ninety (90) days after bid opening without taking action and to award the bid considered the most advantageous to the County.

5) Evaluation of bids: All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

6) Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

7) Any contract awarded to successful bidder will be in effect unil: a) the contract expires. b) Delivery aceptance of products and/or performance of services ordered, or c) terminated by County with thirty (30) days written notice prior to the cancellation.

8) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicatlities or to accept the bid considered the best and most advantage to the County.

9) After bid is awarded and low bidder(s) defaults in meeting the general insturctions to bidders and/or comply with contract agrement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and/all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL: sandy.suarez@co.hidalgo.tx.us or via FACSIMILE (956) 292-7612 BY NO LATER THAN Monday, December 30, 2013 at 5:00 P.M. Responses will be sent to all applicants via facsimile or email by Friday, January 03, 2014 by 5:00 P.M. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**Attachment "A"**
**"APPLICATION LOCATION LIST"**
**HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
**COUNTY INDIGENT HEALTH CARE PROGRAM**
1304 S. 25TH Avenue
Edinburg, TX 78539
Tel: (956) 318-2011 Fax Office: (956) 318-2019 Billing Fax: (956) 318-2018

| HEALTH CLINICS | | HOSPITALS |
|---|---|---|
| **Edinburg Health Clinic**<br>3105 East Richardson (Schunior) Rd<br>Edinburg, TX 78539<br>Tel: (956) 318-2087 or (956) 318-2088<br>Fax: (956) 383-3478 | ←NEXT TO HEAD START | **Edinburg Regional Medical Center**<br>1102 West Trenton Rd.<br>Edinburg, TX 78541<br>Tel: (956) 388-6704<br>Fax: (956) 388-6025 |
| **McAllen Health Clinic**<br>300 East Hackberry<br>McAllen, TX 78501<br>Tel: (956) 682-0824 or (956) 682-1473 Fax: (956) 682-2016 | ←ACROSS MEMORIAL HIGH SCHOOL | **McAllen Medical Center**<br>301 West Expressway 83<br>McAllen, TX 78503<br>Tel: (956) 971-5645<br>Fax: (956) 971-5839 |
| **Mission Health Clinic**<br>211 North Schuerbach Rd<br>Mission, TX 78572<br>Tel: (956) 581-8596 or (956) 581-9290<br>Fax: (956)581-9459 | ←TIERRA DORADA | **Mission Hospital**<br>9006 South Bryan Rd, Suite #103<br>Mission, TX 78572<br>Tel: (956) 323-1980<br>Fax: (956) 323-1937 |
| **Weslaco Health Clinic**<br>1901 North Bridge<br>Weslaco, TX 78596<br>Tel: (956) 969-4700 or (956) 969-8071<br>Fax: (956) 969-8268 | ←NEXT TO NORTHBRIDGE ELEMENTARY | **Knapp Medical Center**<br>1401 East 8th Street<br>Weslaco, TX 78596<br>Tel: (956) 969-5587<br>Fax: (956) 969-5338 |
| **Pharr Health Clinic**<br>300 West Hall Acres<br>Pharr, TX. 78577<br>Tel: (956) 784-3580 or (956) 787-3980<br>Fax: (956) 787-1254 | | **Rio Grande Regional Hospital**<br>222 East Ridge, Suite #118<br>McAllen, TX 78503<br>Tel: (956) 632-6586<br>Fax: (956) 632-6555 |
| | | **Doctor's Hospital @ Renaissance**<br>5501 South McColl (Wellness Center)<br>Edinburg, TX 78539<br>Tel: (956) 362-6586<br>Fax: (956) 362-2478 |

Hidalgo County
Exhibit "B"
"Funeral & Burial Services for Hidalgo County Qualified Indigent Families"
RFB No.: 2014-008-01-08-SGS

## BID PAGE

**TRADITIONAL FUNERAL & BURIAL SERVICES - CREMATION:**
All Services will be on an **"AS NEEDED BASIS ONLY"**. There is no guarantee of any annual volume. The figures provided in Exhibit "A", paragraph three (3) -page 1 (one) Volume, are merely historical quantities. This does not in any way obligate the County of Hidalgo to any fixed quantities for each.

**Bidders must provide copies of all licenses, and/or certifications required by law to conduct such services with the bid response in order to be considered for award.**

| | | TRADITIONAL FUNERAL & BURIAL SERVICES | Unit | Unit Price must include cost to pick up bodies within Hidalgo County and transport to a cemetery contractor within Hidalgo County |
|---|---|---|---|---|
| 1 | A | Adults (12 yrs and over) Bodies up to 250 lbs. | each | $ |
| | B | Adults (12 yrs and over) Bodies for 251 lbs. to 400 lbs. | | $ |
| | C | Adults (12 yrs and over) Bodies over 401 lbs. | | $ |
| 2 | | Child (4-11 years) | each | $ |
| 3 | | Infant (0-3 years) | each | $ |
| | | **CREMATION- ONLY** (No viewing or Services) | **Unit** | Unit Price to include standard box container |
| 4 | | Adult Cremation oversize 12 yrs and over (251 lbs. and over) | each | $ |
| 5 | | Adult Cremation 12 years – over | each | $ |
| 6 | | Child Cremation 0-11 years | each | $ |

***Internal Use Only: Commodity Code 952-64***

(Award of Bid will be made in the **aggregate**, therefore in order to be considered for an award you must bid on all items listed.)

How long have you been licensed as a Funerial Director and /or Embalmer in the State of Texas? _____Years.

Are you currently registered with the Funerial Services Commission? Yes____ No_____
How many years_____ **If No,** please give a brief explaination:_____

**BIDDER INFORMATION**

**BIDDER/COMPANY NAME:**_____
**ADDRESS:**_____
**CITY/STATE/ZIP CODE:**_____
**PHONE №:**_____ **FAX №:**_____
**CELLULAR №:**_____
**AUTHORIZED SIGNATURE:**_____
**PRINT NAME:**_____ **DATE** ___/___/___
**TITLE:**_____

# EXHIBIT "C"
## Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C

INSURER D

INSURER E

### COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED EXP (Any one person) | $ |
| | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | GENERAL AGGREGATE | $ |
| | | | | | PRODUCTS – COMP/OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS-MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

| Small Business: | Disadvantaged Business (At Least 51% Ownership) | |
|---|---|---|
| ☐ Less than 125,000 annual gross receipt | ☐ Black American | ☐ Native American |
| ☐ Less than 250,000 annual gross receipt | ☐ Hispanic American | ☐ Women |
| ☐ Less than 499,000 annual gross receipt | ☐ Asian Pacific American | ☐ Other |
| ☐ More than 500,000 annual gross receipt | | |

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

### LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number: ☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number: ☐☐ - ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

*Example.* Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee [1]<br>The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT “B”

VENDOR’S BID PRICE & TABULATION

# HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE/TAB SHEET

**DEPARTMENT NAME**: HIDALGO COUNTY

**BID OPENING DATE**: **JANUARY 08, 2014** | **BID OPENING TIME:** 9:30 A.M.

**DESCRIPTION OF BID**: **"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"**

**BID NO**: **2014-008-01-08-SGS** | **BUYER: Sandy Suarez**

| BID № | NAME OF COMPANY | BURIAL & FUNERAL SERVICES | | |
|---|---|---|---|---|
| #1 | **MEMORIAL FUNERAL HOME** | 1 ) Adults (12 yrs & older) | a) up to 250 lbs | $ 525.00 |
| | | | b) 251-400 lbs | $ 525.00 |
| | | | c) 401-over | $ 525.00 |
| | | 2) Child (4-11 yrs) | | $ 525.00 |
| | | 3) Infant (0-3 yrs) | | $ 425.00 |
| | | 4) Cremation (12 yrs & older) over size : 251-over | | $ 425.00 |
| | | 5) Cremation (12 yrs & older) | | $ 425.00 |
| | | 6) Cremations (0-11 yrs) | | $ 425.00 |

Hidalgo County
Exhibit "B"
"Funeral & Burial Services for Hidalgo County Qualified Indigent Families"
RFB No.: 2014-008-01-08-SGS

OPENED JAN 28 2014 Witnessed

## BID PAGE

**TRADITIONAL FUNERAL & BURIAL SERVICES - CREMATION:**
All Services will be on an **"AS NEEDED BASIS ONLY"**. There is no guarantee of any annual volume. The figures provided in Exhibit "A", paragraph three (3) -page 1 (one) Volume, are merely historical quantities. This does not in any way obligate the County of Hidalgo to any fixed quantities for each.

**Bidders must provide copies of all licenses, and/or certifications required by law to conduct such services with the bid response in order to be considered for award.**

| | | TRADITIONAL FUNERAL & BURIAL SERVICES | Unit | Unit Price must include cost to pick up bodies within Hidalgo County and transport to a cemetery contractor within Hidalgo County |
|---|---|---|---|---|
| 1 | A | Adults (12 yrs and over) Bodies up to 250 lbs. | each | $ 525.00 |
| | B | Adults (12 yrs and over) Bodies for 251 lbs. to 400 lbs. | | $ 525.00 |
| | C | Adults (12 yrs and over) Bodies over 401 lbs. | | $ 525.00 |
| 2 | | Child (4-11 years) | each | $ 525.00 |
| 3 | | Infant (0-3 years) | each | $ 425.00 |
| | | **CREMATION- ONLY** (No viewing or Services) | **Unit** | Unit Price to include standard box container |
| 4 | | Adult Cremation oversize 12 yrs and over (251 lbs. and over) | each | $ 425.00 |
| 5 | | Adult Cremation 12 years – over | each | $ 425.00 |
| 6 | | Child Cremation 0-11 years | each | $ 425.00 |

***Internal Use Only: Commodity Code 952-64***

(Award of Bid will be made in the **aggregate**, therefore in order to be considered for an award you must bid on all items listed.)

How long have you been licensed as a Funerial Director and /or Embalmer in the State of Texas? 32 Years.

Are you currently registered with the Funerial Services Commission? Yes X No_____
How many years 32 **If No,** please give a brief explaination:_____

**BIDDER INFORMATION**

**BIDDER/COMPANY NAME:** Memorial Funeral Home
**ADDRESS:** 208 E. Canton-78539/PO Box 1517 - 78540
**CITY/STATE/ZIP CODE:** Edinburg, TX
**PHONE №:** 956-380-1416 **FAX №:** 956-380-0207
**CELLULAR №:** 956-279-6444
**AUTHORIZED SIGNATURE:** Leon De Leon
**PRINT NAME:** Leon De Leon **DATE** 01 / 03 / 2014
**TITLE:** Funeral Director

# EXHIBIT “C”

INSURANCE REQUIREMENTS

VELMSUE-01 GUTMA1

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/13/2014

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
Shepard Insurance Agency
5801 N 10th St Ste 300
McAllen, TX 78504

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 686-3888 FAX (A/C, No): (956) 682-5650
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : State Automobile Mutual Ins Co | 25127 |
| INSURER B : Northern Insurance Co of NY | |
| INSURER C : Torus National Insurance Company | 25496 |
| INSURER D : Employers Assurance Co (AMCOMP | |
| INSURER E : | |
| INSURER F : | |

INSURED
Velma Sue De Leon dba Memorial Funeral Home
P.O. Box 125
San Juan, TX 78589

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Funeral Director Pro<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | X | | BOP 2697860 00 | 08/12/2013 | 08/12/2014 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>FUNERAL DIRECTO | $<br>$<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>300,000<br>10,000<br>1,000,000<br>2,000,000<br>2,000,000<br>1,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | SBS 05313160 | 08/12/2013 | 08/12/2014 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (PER ACCIDENT) | $<br>$<br>$<br>$<br>$ | 1,000,000 |
| C | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | 87775G130ALI | 08/12/2013 | 08/12/2014 | EACH OCCURRENCE<br>AGGREGATE<br>Annual Agg | $<br>$<br>$ | 1,000,000<br><br>1,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | EIG 2000458 00 | 08/12/2013 | 08/12/2014 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Location: 311 E. Expressway 83 San Juan, TX 78589; 208 E. Canton Rd Edinburg, TX 78539

CERTIFICATE HOLDER
Hidalgo County Purchasing Dept
100 N. Closner
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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**AI-42952** **Purchasing Department 24. E. 1.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Y. Ramon-HC Elec. Adm. **Submitted By:** Marty Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

A. Acceptance and approval of a claim from STAPLES ADVANTAGE Invoice #3212575992 in the amount of $17.34 arising from PO#699546 as supplies are used through the year as detailed in Memo dated 01-29-14 and do not fall under the HC Accounting Procedures Manual, Non-Travel Meals, Refreshments, and Related Expenses;

B. Requesting exception from Hidalgo County's adopted Accounting Procedures Manual, Non-Travel Meals, Refreshments, and Related Expenses(as not applicable) for all upcoming duly requisitioned and processed POs due to unknown amount of people that will be attending at any of the meetings/trainings that are conducted by Elections and as further explained and detailed in Memo dated 01-30-14.

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** **ACCT. #:** 1100-414-00-130-001-0-XXX

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

### BUDGETARY IMPACT:

Funding available as of 2-7-14 (Object code 601,607,630)
Item A: PO has been issued with accompanying account information; PO# 699546
Item B: Elections would need to secure PO for procurement of said refreshment and related supplies

## Attachments

Memo
Staples-Elections

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 01/31/2014 04:52 PM |
| Budget & Management | Debbie Tamez | 02/03/2014 10:51 AM |
| Manuel Chapa | Manuel Chapa | 02/07/2014 04:28 PM |
| Auditor's Office | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Marty Salazar Started On: 01/31/2014 11:48 AM

Final Approval Date: 02/07/2014

JAN 31 2014
9:56
BY

# *Memorandum*

**To:** Martha Salazar

**From:** Yvonne Ramon

**Date:** 01/30/14

**Re:** M.1 "Non-Travel Meals, Refreshments, and related Expenses Claim"

Every year before the elections are going to be held we have multiple training/meeting with entities, poll works, judges, department heads, party chairs, County Commissioners, Ballot Board and there staff. Within the year we order coffee, stirrers, sugar, cream, water bottles, coffee filters and sometimes sweet bread. We are not able to give an exact amount that we will need within the year since we do not know how many elections we will be running or if there will be a run off. Please be aware that it's very hard for us to follow the M.1 "Non-Travel Meals, Refreshments, and Related Expenses Claim" due to unknown amount of people that will be attending at any of the meetings/trainings that we provide. On many occasions these meeting run from 5-8 hours. At this point we do not provide any other meals, saving the county funds.

Thank you

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*County Administration Building 3rd Floor*
*2808 S. Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
*FAX: (956) 318-2577*
*WEBSITE: www.co.hidalgo.tx.us/auditor*

***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:** 12/27/2013

**TO:** Rosie Diaz **DEPARTMENT:** (130) ELECTIONS

**FROM:** Erica M. Espinosa **PHONE:** (956)-318-2511 ext 4632

**REFERENCE:** STAPLES BUSINESS ADVANTAGE Invoice #3212575992

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #3212575992*** 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):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☑ OTHER: Please clarify purpose of coffee filters, beverage stirrers, and sugar. When Mrs. Ramon hold meetings only.
- ☐ COMMENTS / RECOMMENDATION:

RECEIVED BY COUNTY AUDITOR'S OFFICE 2014 JAN 10 AM 11 08

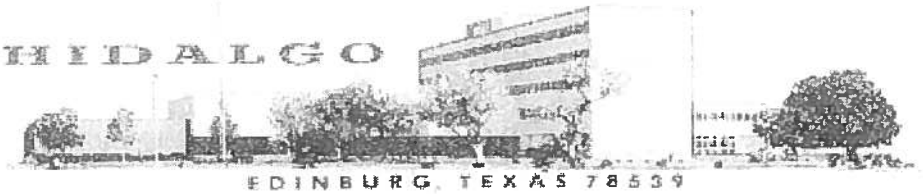
COPY

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

| JAIME E. TIJERINA | RODOLFO DELGADO | J. R. "BOBBY" FLORES | ROSE GUERRA REYNA | JUAN R. PARTIDA | MARIO E. RAMIREZ, JR. | NOE GONZALEZ | LETICIA LOPEZ | AIDA SALINAS FLORES |
|---|---|---|---|---|---|---|---|---|
| JUDGE, 92ND D.C | JUDGE, 93RD D.C | JUDGE, 139TH D.C. | JUDGE, 206TH D.C. | JUDGE, 275TH D.C. | JUDGE, 332ND D.C. | JUDGE, 370TH D.C. OVERSEER | JUDGE, 389TH D.C. | JUDGE, 398TH D.C |

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*County Administration Building 3rd Floor*
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*P. O. BOX 689*
*EDINBURG, TEXAS 78540-0689*

☑ COMMENTS / RECOMMENDATION: The following items: coffee filters, beverage stirrers and sugar cannot be processed. Based on the Hidalgo County Accounting Procedures Manual, Non-Travel Meals, Refreshments, and Related Expenses

Purpose
The policy provides guidelines to departments concerning when non-travel meals, refreshments, and related expenses may be paid for with the County Funds. The procedures set forth below are prescribed by Hidalgo County Auditor and are to be followed regarding the payment of reimbursement of non-travel or reimbursement of non-travel meals, refreshments and related expenses.
Item C. Prohibited Expenditures

Expenditures of County funds for the following are specifically prohibited:

- Alcoholic beverages
- Supplies for coffee breaks, office refreshments, etc.
- Regularly scheduled staff meetings
- Social events such as celebrating holidays or birthdays
- Employee recognition, volunteer recognition, or thank-you events
- The cost of meals or refreshments covered by registration fee
- Charitable or political functions.



HIDALGO COUNTY DISTRICT JUDGES

| JAIME E. TIJERINA | RODOLFO DELGADO | J. R. "BOBBY" FLORES | ROSE GUERRA REYNA | JUAN R. PARTIDA | MARIO E. RAMIREZ, JR. | NOE GONZALEZ | LETICIA LOPEZ | AIDA SALINAS FLORES |
|---|---|---|---|---|---|---|---|---|
| JUDGE, 92ND D.C. | JUDGE, 93RD D.C. | JUDGE, 139TH D.C. | JUDGE, 206TH D.C. | JUDGE, 275TH D.C. | JUDGE, 332ND D.C. | JUDGE, 370TH D.C. OVERSEER | JUDGE, 389TH D.C. | JUDGE, 398TH D.C |

RECEIVED

# *Memorandum*

**To:** Martha Salazar

**From:** Yvonne Ramon

**Date:** 01/29/14

**Re:** Staples PO#699546

The following is in regards to PO#699546, in which it was returned by the auditor's office due to the Hidalgo County Accounting Procedures manual (non travel meals, refreshments, and related expenses). The purchase order was for stirrers, sugar and filters in which we utilize when we have meetings with entities, poll works and judges. The items ordered are for trainings/meetings that will be held in 2014.

# Purchase Order
# COUNTY OF HIDALGO

PO# 699546

DATE: 10/14/13

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 319449 REQ: 00245103

PHONE: (800)793-0468

FAX: (866)572-8032 EMAIL:

STAPLES BUSINESS ADVANTAGE
3711 BRIARPARK DRIVE, SUITE 275
HOUSTON TX 77042

SHIP TO: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

CONTACT:

SITE: ELECTIONS

SPECIAL INSTRUCTIONS:

**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 | | |
| | | Buyboard 407-12 | | |
| 8 | | CO Staples Tote, Clear Base, clear lid, 3 gallon; item#805703 | 14.17 | 113.36 |
| 10 | | CO Designjet Heavyweight Coated Ink Jet Paper, 35-lb., 42"x100" Roll; item#HEWC6569C | 80.32 | 803.20 |
| 10 | | CO DesignJet Heavyweight Coated Ink Jet Paper, 35-lb, 24"x100 Foot Roll; item#HEWC6029C | 33.68 | 336.80 |
| 1 | | CO Brewrite 12 Cup Coffee Filters, 1,000/pk; item#440098 | 8.99 | 8.99 |
| 1 | | CO Dixie Plastic Stirrers, Red & White, 1,000, Bx; item#415506 | 4.10 | 4.10 |
| 1 | | CO N'Joy Pure Cane Sugar Value Pack, 20 oz. Canister, 3/Pk; item#236240 | 4.25 | 4.25 |
| 20 | | CO Staples Soft Grip Binder Clips, 2"Width, 1" Capacity, Black, 6/Pk; item#657188 | 1.77 | 35.40 |
| 5 | | CO Staples Multipack Binder Clips, Mini, 3/5" Width, 1/4" Capacity, 144/Pk; item# 566942 | 6.70 | 33.50 |
| | | TOTAL: | | 1,339.60 |

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

**********
For Hidalgo County use only

3-1100-414-00-130-001-0-601 ~~1,326.36~~ 1322.24
3-1100-414-00-130-001-0-607 ~~8.99~~
3-1100-414-00-130-001-0-630 ~~4.25~~ 17.34

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COUNTY AUDITOR
2014 JAN 3 AM 10 25

Authorized by: Martha L Salazar

STAPLES

| INVOICE DATE | CUSTOMER | SUMMARY INVOICE |
|---|---|---|
| 10/19/13 | DAL 1031245 | 8027394867 |
| PLEASE PAY BY | TERMS | AMOUNT DUE |
| 11/18/13 | Net 30 Days | 2,912.98 |

# INVOICE DETAIL

Staples Advantage — Federal ID #:04-3390816

HILDAGO COUNTY ELECTIONS DEPT
ATTN: ACCOUNTS PAYABLE
101 S 10TH AVE
EDINBURG, TX 78539

HILDAGO COUNTY
ATTN: MELANIE ESPARZA
101 S 10TH ST
ELECTION DEPT
EDINBURG, TX 78540

COPY

Bill to Account: ELEC1

Ship to Account: ELECTION

Budget Ctr:
P O Number: 699546 — Release:
Ordered by: MELANIE ESPARZA — Job:

Invoice Number: 3212575992
Order: 7107317820-000-001
Order Date: 10/14/13

| Order Line | Item Number | Description | Order Qty | B/O Qty | Unit Meas | Ship Qty | Unit Price | Extended Price |
|---|---|---|---|---|---|---|---|---|
| 1 | 805703 | 12 QT REINFORCED BUCKLE TOTE | 8 | | EA | 8 | 14.17 | 113.36 |
| 2 | HEWC6569C | PAPER HVYWGT35LB 42 X100 | 10 | 10 | RL | | 80.32 | .00 |
| 3 | HEWC6029C | PAPER.HVYWGT35LB.24"X100' | 10 | 10 | RL | | 33.68 | .00 |
| 4 | 440098 | FILTERS COFFE 12 CUP CAPACITY | 1 | | CT | 1 | 8.99 | 8.99 |
| 5 | 415506 | PLASTIC BEVERAGE STIRRERS | 1 | | BX | 1 | 4.10 | 4.10 |
| 6 | 236240 | SUGAR 20 OZ 3 PK | 1 | | PK | 1 | 4.25 | 4.25 |
| 7 | 566942 | CLIP MINI BINDER 9/16 BK 144CT | 5 | | PK | 5 | 6.70 | 33.50 |
| 8 | 657188 | SPLS SOFTGRIP LG CLIP BLK 6CT | 20 | | PK | 20 | 1.77 | 35.40 |

Freight: .00 Tax:( .0000 %) .00 Sub-Total: 199.60
Total: 199.60

Balance to follow

Rec'd by: on 11-5-13
Rec'd by on 10-14-13
699546

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RECEIVED BY COUNTY AUDITOR 2014 JAN 10 AM 11 08

Customer Service inquiries # 877-826-7755 Invoice Payment Inquiries 888-753-4103 Page: 1
Make checks payable to Staples Advantage, Dept DAL PO Box 83689, Chicago IL 60696-3689

0008413-0054425-0000007

**AI-42246** **Purchasing Department 24. F. 1.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Hon. Guadalupe Trevino, HC Sheriff **Submitted By:** Sandy Suarez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications/requirements for the purpose of award and approval of contract for Request of Bid titled: Hidalgo County Sheriff's Office- " Repair-Installation & Removal of Communication & Radio Tower Misc. Equipment" through project No.: 2014-001-02-11-SGS.

**BACKGROUND**

1. Contract will commence on March 12, 2014
2. Contract document was reviewed and approved by Legal Counsel as to form.

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-421-00-280-001-0-432

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

**BUDGETARY IMPACT:**

Sheriff's Office - Funds available as of 01/28/14.

## Attachments

Memorandum, Tab & Participation list

Legal approval

CONTRACT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 01/29/2014 11:13 AM |
| Budget & Management | Debbie Tamez | 01/29/2014 02:24 PM |
| Glinda Pacheco | Glinda Pacheco | 02/03/2014 04:30 PM |
| Auditor's Office | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Sandy Suarez Started On: 12/12/2013 12:00 PM

Final Approval Date: 02/07/2014

**Hidalgo County Purchasing Office**
**2812 S. Business Highway 281**
**New Administration Building**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

# MEMORANDUM

**TO:** **Anacleto Martinez, Chief Deputy**
Hidalgo County Sheriff's Office

**ATTN:** Richard Ozuna, Captain / Juan Tapia, Procurement Specialist

**FROM:** Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

**DATE:** December 11, 2013

**RE:** **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST**
Bid No. **2014-001-12-11-SGS**-Hidalgo County Sheriff's Office-"**Repair –Installation & Removal of Communication & Radio Tower Misc. Equip**"

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, your recommendation/concurrence to award to the bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Wednesday, December 18, 2013 @11:00 A.M. in order to place this item on the agenda for proposed Commissioners Court Meeting, Tuesday, January 14, 2014.**

**IIndicate the name of the Vendor(s) in the box below and 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: Please AWARD to sole bid. |
| |
| |
| Budget Acct No.: 4-1100-421-00-280-001-0-432 |

Richard Ozuna HCSO 12-11-13

AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

Enclosures

# HIDALGO COUNTY PURCHASING DEPARTMENT
# TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE**

| **BID OPENING DATE: DECEMBER 11, 2013** | **RSQ OPENING TIME: 9:30 A.M.** |
|---|---|

**DESCRIPTION OF BID: "Repair –Installation & Removal of Communication & Radio Tower Misc. Equip"**

| **RFB NO: 2014-001-12-11-SGS** | **BUYER: SANDY SUAREZ** |
|---|---|

| | PARTICIPATING VENDORS **SOLE BIDDER** | I. REPAIRS HOURS | HOURLY RATE | II. INSTALLATION & REMOVALS HOURS | HOURLY RATE |
|---|---|---|---|---|---|
| 1 | **South Texas Communications** | Normal Hours: 8:00 am To 5:00 pm | $ **54.50** | Normal Hours: 8:00 am To 5:00 pm | **$ 54.50** |
| | | After Hours: 5:00 pm To 8:00 am | $ **81.75** | After Hours: 5:00 pm To 8:00 am | **$ 81.25** |
| | | Mark up % | **14 %** | Mark up % | **14 %** |
| | | Warrenty | **90 days** | Warrenty | **90 days** |

# HIDALGO COUNTY PURCHASING DEPARTMENT
# PARTICIPATING BIDDER'S LOG
# SPECIFICATIONS/BID PACKETS
# RFB-RFP-RFQ

**BID OPENING DATE: December 11, 2013 BID OPENING TIME: 9:30 A.M.**
**DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY SHERIFF'S OFFICE REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER MISC. EQUIP. BID NO.: 2014-001-12-11-SGS**

| | NAME OF VENDOR: COMPANY/FIRM | BID REQUEST *VIA | SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT | DATE | PHYSICAL ADDRESS, PHONE No., FAX No. and E-MAIL ADDRESS |
|---|---|---|---|---|---|
| 1 | Nexwave Communications | Email | Sandy Suarez | 11/25/13 | 117 W. Nolana Loop<br>McAllen Tx 78504<br>(956) 994-3007<br>sales@nexwave-rgv.com |
| 2 | South Texas Communications | Email | Sandy Suarez | 11/25/13 | 709 E. Pecan Blvd.<br>McAllen, Tx 78501<br>stcradios@stcradios.com |
| 3 | Communications Etc. | email | Sandy Suarez | 11/25/13 | 421 S. Broadway<br>McAllen Tx 78501<br>communicationseta@sbcglobal.net |
| 4 | Mobile Relays | Email | Sandy Suarez | 11/25/13 | 515 S. 12th St.<br>McAllen Tx<br>ssanchez@mobilerelays.com |
| 5 | Video Sound & Lights<br>Attn Valentin | Email | Sandy Suarez | 11/25/13 | 3716 S. US Hwy 281<br>Edinburg Tx 78539<br>VSLINC@AOL.COM |
| 6 | Tri-County Communications<br>(956) 447-8440 | Email | Sandy Suarez | 11/25/13 | 1421 E. Pike Blvd.<br>Weslaco, Tx 78596<br>vwilt@tri-countycom.com<br>ccopeland@tri-countycom.com |
| 7 | Lattice Communications, Inc. | Email | Sandy Suarez | 11/25/13 | 1138 White Ivy Place NE<br>carter@latticebiz.com |
| 8 | Charlene Whitfield | Email | Sandy Suarez | 11/25/13 | Cw_whitfield@sbcglobal.net |
| 9 | Bright Light , Inc.. dba/BL Tower Construction | Email | Sandy Suarez | 11/25/13 | Tel: 918-834-8020<br>Sharon@blconstruction.com |
| 10 | JTS<br>Requested by: Kyle Fuller | Email | Sandy Suarez | 11/25/13 | 5310 S. Cockrell Hill Road<br>Dallas, T/x 75236<br>Tel: 972-620-1435 x 125<br>kyle@jts.net |
| 11 | Valmont Industries INC.<br>Requested by: Larry Grimes | Email | Sandy Suarez | 11/25/13 | 2033 McDermott Ste. 320/259<br>Allen, TX 75013<br>Tel: 972-517-0610<br>galvanize@valmont.com |
| 12 | Quality Tower Services, LTD<br>Requested by: Meredith Steves<br>Will not be participating 11/26<br>Forward packet to Granger Telecom | Email | Sandy Suarez | 11/25/13 | 1630 Elmview Drive<br>Houston, TX 77080<br>P:731-722-9119<br>Meredith@specialtydrilling.com |
| 13 | Preferred Tank & Tower Inc.<br>Requested by: Pam White | Email | Sandy Suarez | 11/25/13 | 5444 East Indiana Street, PMB374<br>Evansville, IN 47715<br>270-826-7950<br>pwhite@pmdtower.com |

| | | | | | |
|---|---|---|---|---|---|
| 14 | Granger Telecom Corporation<br>Joseph Mendoza | Email | Sandy Suarez | 11/25/13 | 22 Corgey Road<br>Pleasanton, Tx 78064<br>Tel: 830-569-8088<br>jmendoza@grangertelecom.com |
| 15 | Link America<br>Whitney P. Laning | Email | Sandy Suarez | 11/25/13 | 3002 Century Drive<br>Rowlett, Tx 75088<br>214-272-2886 office<br>Whitney.laning@linkam.com |
| 16 | FireSafe Protection Services<br>Steve McCarroll | Email | Sandy Suarez | 11/25/13 | 1815 Sherwood Forest<br>Houston, Tx 77043<br>713-722-7800<br>deppolito@att.net |
| 17 | Atlas Technologies, Inc.<br>Johnny Partain | Email | Sandy Suarez | 11/25/13 | 7020 N. 16th Street<br>McAllen, Tx 78504<br>956-240-1821<br>partain@atlastechnologies.biz |
| 18 | Harrington Tower Services, Inc<br>Attn Donald Harrington | Email | Sandy Suarez | 11/25/13 | 1092 Forest Dr<br>Benton KY 42025<br>270-703-1098<br>harringtontower@bellsouth.net |
| 19 | All State Tower<br>Attn Crystal Ller | Email | Sandy Suarez | 11/25/13 | Heilman Ave<br>Henderson, KY 42420<br>ciler@allstatetower.com |
| 20 | Star Microwave<br>Attn Octavio Beas | Email | Sandy Suarez | 11/25/13 | 47560 Seabridge Drive<br>Fremont CA 94538<br>PH: 510-498-7929, FX: 510-498-7901<br>obeas@starmicrowave.com |
| 21 | Absolute Cabling Solutions Corp.<br>Attn: Chris Surawski<br>Account Manager | Email | Sandy Suarez | 11/25/13 | 4888 Langfield Ste-300<br>Houston, Tx. 77040<br>(O) 713-690-4499<br>(C) 713-254-9385<br>(F) 713-690-5599<br>Chris.Surawski@absolutecablingsolutions.com |
| ***22*** | Construction Data Company *Building Opportunities*<br>**Danielle Hartman**<br>Editorial | Email | Sandy Suarez | 11/25/13 | P 512.634.5968 \| F 800.487.7878<br>42021 W. Parmer Lane Suite A200\|<br>Austin TX 78727<br>DHartman@cdcnews.com |
| 23 | GRANGER TELECOM<br>Lonnie Tomerlin | Packet & Addendum 1 was forwarded to this vendor | Sandy Suarez | 11/25/13 | Ittomerlin@grangertelecom.com |
| 24 | Mustang Colt Services<br>Frank | Email | Sandy Suarez | 12/03/13 | 1517 N. Industrial<br>Weslaco, TX. 78596<br>P# 956-969-5703<br>F# 956-968-8084<br>Fjns6282@aol.com |
| 25 | **Kasia Fejklowicz** \|<br>Government Reporter | Email | Sandy Suarez | 12/03/13 | 312.752.9917 direct<br>312.275.7197 fax<br><br>kasiaf@bidclerk.com |
| 26 | Yankee Microwave, Inc.<br>Chris Niles | Email | Sandy Suarez | 12/04/13 | 290 Napels Rd.<br>P.O. Box 305<br>Harrison, ME. 04040<br>C#207-756-4810<br>F# 207-583-8009<br>O#207-756-4670 x 305<br>Yankeemicrowave.com |

| | | | | | |
|---|---|---|---|---|---|
| 27 | Inside Sales Support<br>Walker & Assoc.<br>Damon Hines | Email | Sandy Suarez | 12/04/13 | 940-433-5616<br>damon@wa-rep.com |
| 28 | Site Master, Inc. | Email | Sandy Suarez | 12/04/13 | 6914 S. Yorktown, Ste 210<br>Tulsa OK. 74136<br>O#918-392-8920<br>C#918-361-7920<br>kgroth@sitemaster.com |
| 29 | Prime Vendor, Inc.<br>Kimberly Doumit | Email | Sandy Suarez | 12/04/13 | 4622 Cedar Avenue<br>Wilington, NC 28403<br>P#800-746-9554<br>F#800-746-8307<br>Bids20@prime-vendor.com |
| 30 | Gulf Equipment Corp<br>Liz Van Egmond<br><br>Will not be participating | Email | Sandy Suarez | 12/04/13 | 331 Distribution Drive<br>Madison MS 39110<br>P# 601- 790-9730<br>F#601-790-9731<br>liz@gulfequipment.net |
| 31 | Government Department<br>Assistant<br>Christa Courtright | Email | Sandy Suarez | 12/05/13 | 2101 Murray St.<br>Sioux City, IA 51111<br>P: 712-224-1274<br>F: 712-258-8250<br>Ccourtrightsabreindustries.com |
| 32 | CES Network Services, Inc.<br>Enrique Flores | Email | Sandy Suarez | 12/05/13 | P#972-241-6383 x125<br>F#972-241-8973<br>C#972-243-9843<br>Ehflores@cesnetser.com |
| 33 | ***Virtual Builder's Exchange***<br><br>***Jeannette Olguin*** | Email | Sandy Suarez | 12/05/13 | 4047 Naco Perrin Ste. 100<br>San Antonio, TX 78217<br>phone: 210.564.6900<br>fax: 210.564.6902<br>direct: 210.918.1124<br>***jeannette@virtualbx.com*** |
| 34 | | | | | |

**Zimbra** **leticia.saenz@co.hidalgo.tx.us**

# RE: Contract# C-14-001-02-04-South Texas Communications-HCSO

**From :** Steve Crain <scrain@atlashall.com> Tue, Jan 28, 2014 12:38 PM

**Subject :** RE: Contract# C-14-001-02-04-South Texas Communications-HCSO 1 attachment

**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The contract is OK.

---

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Tuesday, January 28, 2014 10:31 AM
**To:** Steve Crain; Marynel Trevino
**Cc:** Sandy Suarez; Martha Salazar; Darlene H. Betancourt
**Subject:** Contract# C-14-001-02-04-South Texas Communications-HCSO

Good morning, Mr. Crain-

Please review and approve as to form (attached hereto) contract# **C-14-001-02-04-South Texas Communications** for the purposes of: **Repairs, Installation & Removal of Communication & Radio Tower Miscellaneous Equipment (on an as needed basis)** for the **Hidalgo County Sheriff's Office.**

******Note: will place on the next Commissioner's Court for final approval.***

Please adivse.

Thanks.

***Leticia H. Saenz, CPPB/Contracts Manager***
*Hidalgo County Purchasing Department*
*2812 South Business Highway 281*
*Edinburg, Texas 78539*
***P****(956) 318-2626* ***F****(956) 318-2629*
*Email:* leticia.saenz@co.hidalgo.tx.us

**THE STATE OF TEXAS §**
**§**
**COUNTY OF HIDALGO §**

# SERVICE CONTRACT
# C-14-001-02-11

**THIS CONTRACT** is made and entered into this **11th** day of **February, 2014** by and between the **County of Hidalgo, Texas** ("County") and **South Texas Communications, Inc.** (“Company").

**WHEREAS,** Company responded to notices for Request for Sealed Bids (RFB) for: **Repairs, Installation & Removal of Communication & Radio Tower Miscellaneous Equipment (on an as needed basis)** for the **Hidalgo County Sheriff’s Office** (the "Services"); and

**WHEREAS,** Company submitted a sealed quote to provide services in accordance with Exhibit “A” Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

**WHEREAS,** in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit “A” Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote 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 in accordance with the Specifications contained in Exhibit “A” Request for Sealed Bids (RFB) Procurement Packet within

**Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **March 12, 2014** and expiring on **March 11, 2015** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

| | |
|---|---|
| If to County: | County of Hidalgo<br>Attn: County Judge<br>302 West University Drive<br>Edinburg, Texas 78539 |
| If to Company: | South Texas Communications, Inc.<br>Attn: James L. Ewing, Vice President<br>709 East Pecan Blvd.<br>McAllen, Texas 78501 |

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement**. This 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.

**WITNESS** our hands in duplicate originals this ____day of _____, 2014.

**APPROVED AS TO FORM**
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

**ATTEST:**

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

**COMPANY:**
**South Texas Communications, Inc.**

By:_____
Printed Name: James L. Ewing
Title: Vice President

# EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

**Hidalgo County Purchasing Department**
**2812 S. Business Highway 281**
**Edinburg, Texas 78539**
**(956) 318-2626/ Fax: (956) 318-2629**

REQUEST FOR BID (RFB)

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## Hidalgo County Sheriff's Office

**"Repair - Installation & Removal of Communication and Radio Tower Misc. Equipment"**

## RFB NO: 2014-001-12-11-SGS


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| 1. | Request for Bids Letter | 1 |
| 2. | Request for Bids, Legal Notice | 8 |
| 3. | Exhibit A, Specifications/Requirements | 5 |
| 4. | Exhibit B, Bid Page | 2 |
| 5. | Exhibit C, Insurance Requirements, | 4 |
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| 7. | Vendor/Bidder Application and W-9 form | 6 |
| 8. | Certification Regarding Debarment | 1 |
| 9. | Draft Requirements Agreement | 7 |


The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 25, 2013
Date

# PURCHASING DEPARTMENT
## County Of Hidalgo

November 25, 2013

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (All Funding Sources, Programs and Entities)**
Request for Bids **-"Repair - Installation & Removal of Communication and Radio Tower Misc. Equipment"**
**Bid No: 2014-001-12-11-SGS**

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

| Bid No: 2014-001-12-11 | Buyer II: Sandy Suarez | Tel. No: (956) 318-2626 ext. 4860 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY SHERIFF'S OFFICE

## "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISC. EQUIPMENT"

## BID OPENING DATE:

## December 11, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "REPAIR - INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER MISC. EQUIPMENT"** 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-2014-001-12-11-SGS HIDALGO COUNTY SHERIFF'S OFFICE - "REPAIR - INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER MISCS. EQUIPMENT"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, DECEMBER 11, 2013. 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-2014-001-12-11-SGS RFB- HIDALGO COUNTY SHERIFF'S OFFICE – "REPAIR - INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER MISCS EQUIPMENT".** 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. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number & Contract Number (if any)
  d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – "REPAIR -, INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER MISC. EQUIPMENT"** 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 Sheriff's Office
Attn: Virginia Rodriguez
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **December 11, 2013** |
| Award of Contract | _____, 2013 |
| Commence Work or Deliver Products | _____, 2013 |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the

Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse**
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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 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.

27. 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 judgement 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.

28. 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.

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 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.

Bid
For

**HIDALGO COUNTY SHERIFF'S OFFICE**
**"REPAIR - INSTALLATION & REMOVAL OF COMMUNICATION & RADIO TOWER MISC. EQUIPMENT"**
**BID NO.: 2014-001-12-11-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT A
## Hidalgo County Sheriff's Office
## "Repair-Installation & Removal of Communication & Radio Tower Misc. Equipment"
## BID NO.: 2014-001-12-11-SGS

**Project Overview:**
The Hidalgo County Sheriff's Office is seeking to contract with a qualified bidder to conduct all "Repair - Installation & Removal of Communication & Radio Tower Misc. Equipment" on an **"As Needed Basis"** including, but not limited too the following:

**SPECIFICATIONS/REQUIREMENTS:**

1. The bid contract will be for the repairs, installation & removal of Communications & Radio Tower miscellaneous equipment that is currently installed or will be installed in the Communications department or Tower sites. This bid contract will include, but is not limited too the following:
   - Programming of frequency and software,
   - Repairs, installation and removal to base radio consoles, Tower site repeaters or equipment,
   - Portable radios
   - Specialty surveillance equipment.

2. Bidder must be able to reburbish and/or repair any and all non-working radios and miscellaneous equipment unless equipment is beyond repair.

3. All services performed & parts must be guaranteed.

4. Bidder(s) must also be able to conduct installations, repairs and removals at the Sheriff's Office or Tower sites on an "Emergency Basis". If the vendor charges a service call for this request, the vendor must include the cost of that service call.

5. Bidder(s) must use only certified service technicians in performing installations, repairs and removals.

6. **All prices** for repairs, installation, removals and programming will be on an hourly time basis and shall include consideration for labor, plus parts percentage mark up; (if applicable). **Any and all additional fees should be included in bid price.** (Exhibit "B").

7. Hourly rate will commence upon arrival at the Communications Department and/or Tower site location as requested by Hidalgo County.

8. Bidder shall have been in business (in this field) for a minimum of five (5) years.

9. A list of a minimum of five (5) current referenced/contracts for state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information

should include, but not limited to the following:

- Company
- Contact person
- Phone number
- Work preformed
- Contract term

10. Bidder must have a service facility located in Hidalgo County to complete work specified. Facility must have ample space to store property being removed and/or installed and the ability to track and document the stored property.

11. Bidder must have the proposed facility insured for losses resulting in theft, fire, emplyee negligence or hazardous weather conditions.

12. Bidder(s) submitting bids are welcome to make arrangements with the Purchasing Department to set up an appointment to examine the equipment. (?)

**TOWER LOCATIONS/ HEIGHT:**

a) La Joya Water Tower - approx. 100 -150 ft ht. Location: La Joya, TX.
b) O.E. Investments Tower – approx. 480 ft ht. Location: Edinburg, TX.
c) L & J Farms Tower – approx. 400 ft ht. Location: Elsa, TX.

**COMMUNICATIONS DEPARTMENT LOCATION:**

a) 711 El Cibolo Road, Edinburg, TX. 78539

---

**PART 1 - REPAIRS**

The following equipment is currently installed in the Communcations Department of the Hidalgo County Sheriff's Office:

1) **Base Radio Console:**
   a) Gai-tronics consoles ICP9000
   b) Motorala command plus consoles

**Note:** Any and all new Radio Consoles acquired by the Sheriff's Office will be honored.

2) **Radio Tower Equipment (on-site or off-site):**
   a) Motorola repeater
   b) Midland repeater
   c) Macom repeater

**Note:** Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3) **Miscellaneous Equipment:**
   a) Headsets
   b) Microphones

4) **Portable Radio/ Mobile Radios**
   a) Motorola (any & all models)
   b) Vertex (any & all models)

**Note:** Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day to day basis depending on new product lines available. The above list is to let you know what type of equiment you may be repairing and not to limit the scope of repairs to these items only. The repairs will be for anything installed that is considered communication equipment. (i.e. Base Radio Consoles, Tower Site Repeaters or equipment, Portable radios or Specialty Surveillance Equipment etc.)

**PART III-REMOVAL & INSTALLATION DESCRIPTION:**

1) **Base Radio Console:**
   a) Gai-tronics consoles ICP9000
   b) Motorola command plus consoles.

**Note:** Any and all new Radio Consoles acquired by the Sheriff's Office will be honored.

2) **Radio Tower Equipment ( on-site & off-site)**
   a) Motorola repeater
   b) Midland repeater
   c) Macom repeater

**Note:** Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3) **Miscellaneous Equipment:**
   a) Headsets
   b) Microphones

4) **Portable Radios:**
   a) Motorola (any & all models)
   b) Vertex (any & all models)

**Note:** Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day to day basis depending on new product lines available. The above list is to let your know what type of equipment you may be removing and installing and is not to limit the scope of removal and installation to these items only. The removal and installation will be for anything that is considered communication equipment. (i.e. Base Radio Consoles, Tower Site Repeaters or equipment, Portable Radios or Specialty Serveillance Equipment, etc.)

## TERMS & CONDITIONS:

1. The contract term will be for an initial period of one (1) year with County's optin to renew for two (2) additional, one (1) year terms, under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. Hidalgo County reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

4. Hidalgo County reserves the right to award the bid to One or multiple bidders; whichever is in the best interest of the County.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. Any contract awarded to a successful bidder will be in effect until:
   (a) The contract expires,
   (b) Delivery and acceptance of products and/or performance of service ordered,
   (c) Terminated by County with thirty (30) days written notice prior to cancellation.

8. **All costs and expenses associated with the preparation and submission of (bids, proposals statement of qualifications (RFQ) and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

9. After Bid is awarded and successful awarded contractor(s) default(s) in meeting the general instructions to bidder(s) and/or compling with Bid agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additonal cost to such item.

10. Hidalgo County reserves the right to utilize State awarded vendors or any other Cooperative Purchasing programs, whenever it is in the best interest of the County to do so.

11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits); insurance certificate must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

12. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

## ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL to sandy.suarez@co.hidalgo.tx.us . NO LATER THAN, Wednesday, December 4, 2013, by 5:00 P.M. Responses will be sent to all applicants via facsimile or by via e-mail on Friday, December 6, 2013, no later than 5:00 P.M.**

# EXHIBIT "B"
# Hidalgo County Sheriff's Office
# "Repair- Installation & Removal of Communication & Radio Tower Misc. Equipment"
# RFB No.: 2014-001-12-11-SGS

## BID PAGE

**PART I - REPAIRS**

Repairs should be for an hourly / time repair rate with mark up rate for parts. **Any and all additional fees should be included in bid price.** (Reference to Exhibit "A" Specifications).
**NOTE: Hourly rate will commence upon arrival at tower site location as requested by Hidalgo County.**

HOURLY RATES:

**A.** Normal Business Hours _____ A.M. to _____P.M. **(please fill in time)**

1. Technician $_____ Per Hour

**B.** After Hours, Weekends & Holidays _____ to _____ **(please fill in time)**

1. Technician $_____ Per Hour

**C. Mark Up (%) Rate for Parts:**_____

Please state all warranties:_____

**PART II - REMOVAL AND INSTALLATION DESCRIPTION**

Removal and installation should be for an hourly / time rate. **Any and all additional fees should be included in bid price** (Reference to Exhibit "A" Specifications).

HOURLY RATES:

**A.** Normal Business Hours _____ A.M. to _____P.M. **(please fill in time)**

1. Technician $_____ Per Hour

**B.** After Hours, Weekends & Holidays _____ to _____ **(please fill in time)**

1. Technician $_____ Per Hour

**C. Mark Up (%) Rate for Parts:**_____

Please state all warranties:_____

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Repair- Installation & Removal of Communication &
Radio Tower Misc. Equipment"
RFB No.: 2014-001-12-11-SGS

**BIDDER'S INFORMATION:**

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NO'S: _____

FAX NO: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

**NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.**

# EXHIBIT "C"

## Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PER & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ ☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU- ☐ OTHER TORY LIMITS | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ | CANCELLATION |
|---|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>AUTHORIZED REPRESENTATIVE |

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

| |
|---|
| **Company Name:** **Telephone No. ( )** |
| **dba Name:** |
| **Legal Name:** |
| **Mailing Address :** **Fax No. ( )** |
| **Physical Address:** |
| **City, State, Zip** **Tax I.D. No.** |
| **Remit to Address :** **City, State, Zip** |
| **E-Mail Address:** |
| **Representative(s) Name(s) & Title(s)** |
| **Type of Organization (check one):** _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** |
| **State of Incorporation:** _____ **Date:**_____ **Other:** |
| **Type of Business (check one):** _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** |
| **Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:** |
| **Small and/or Disadvantaged Business Information (check application criteria)** **Small Business:**_____**Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt ☐ 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:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | – | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

*Example.* Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT “B”

VENDOR’S BID PRICE & TABULATION

# EXHIBIT "B"
# Hidalgo County Sheriff's Office
# "Repair- Installation & Removal of Communication & Radio Tower Misc. Equipment"
# RFB No.: 2014-001-12-11-SGS

## BID PAGE

**PART I - REPAIRS**

Repairs should be for an hourly / time repair rate with mark up rate for parts. **Any and all additional fees should be included in bid price.** (Reference to Exhibit "A" Specifications).
**NOTE: Hourly rate will commence upon arrival at tower site location as requested by Hidalgo County.**

HOURLY RATES:

**A.** Normal Business Hours 8 A.M. to 5 P.M. **(please fill in time)**

1. Technician $ 54.50 Per Hour

**B.** After Hours, Weekends & Holidays 5 PM to 8 AM **(please fill in time)**

1. Technician $ 81.25 Per Hour

OPENED
DEC 11 2013
10:00am
Witnessed

**C. Mark Up (%) Rate for Parts:** 14 %

Please state all warranties: 90 Days

**PART II - REMOVAL AND INSTALLATION DESCRIPTION**

Removal and installation should be for an hourly / time rate. **Any and all additional fees should be included in bid price** (Reference to Exhibit "A" Specifications).

HOURLY RATES:

**A.** Normal Business Hours 8 A.M. to 5 P.M. **(please fill in time)**

1. Technician $ 54.50 Per Hour

**B.** After Hours, Weekends & Holidays 5 PM to 8 AM **(please fill in time)**

1. Technician $ 81.25 Per Hour

**C. Mark Up (%) Rate for Parts:** 14 %

Please state all warranties: 90

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Repair- Installation & Removal of Communication &
Radio Tower Misc. Equipment"
RFB No.: 2014-001-12-11-SGS

**BIDDER'S INFORMATION:**

BIDDER/COMPANY NAME: South Texas Communications, Inc
ADDRESS: 709 E Pecan Blvd
CITY/STATE/ZIP CODE: MCAllen Texas 78501
PHONE NO'S: 956-687-8591
FAX NO: 956-687-1735
CELLULAR NO: 956-457-9895
E-MAIL ADDRESS: JLEWING1@STCRADIOS.COM
AUTHORIZED SIGNATURE: James L Ewing
PRINTED NAME: James L. Ewing
TITLE Vice President

**NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.**

# HIDALGO COUNTY PURCHASING DEPARTMENT
# TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE**

| **BID OPENING DATE: DECEMBER 11, 2013** | **RSQ OPENING TIME: 9:30 A.M.** |
|---|---|

**DESCRIPTION OF BID: "Repair –Installation & Removal of Communication & Radio Tower Misc. Equip"**

| **RFB NO: 2014-001-12-11-SGS** | **BUYER: SANDY SUAREZ** |
|---|---|

| | PARTICIPATING VENDORS **SOLE BIDDER** | I. REPAIRS HOURS | HOURLY RATE | II. INSTALLATION & REMOVALS HOURS | HOURLY RATE |
|---|---|---|---|---|---|
| 1 | **South Texas Communications** | Normal Hours: 8:00 am To 5:00 pm | $ **54.50** | Normal Hours: 8:00 am To 5:00 pm | **$ 54.50** |
| | | After Hours: 5:00 pm To 8:00 am | $ **81.75** | After Hours: 5:00 pm To 8:00 am | **$ 81.25** |
| | | Mark up % | **14 %** | Mark up % | **14 %** |
| | | Warrenty | **90 days** | Warrenty | **90 days** |

# EXHIBIT “C”

INSURANCE REQUIREMENTS

SOUTTEX-18 YALONSO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/27/2014

**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: | |
|---|---|---|
| Shepard Insurance Agency<br>5801 N 10th St Ste 300<br>McAllen, TX 78504 | PHONE (A/C, No, Ext): (956) 686-3888 | FAX (A/C, No): (956) 682-5650 |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| South Texas Communications, Inc.<br>P.O. Box 3712<br>McAllen, TX 78502 | INSURER A : United Fire Lloyds | 43559 |
| | INSURER B : American Hallmark Ins Co of TX | 43494 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 85318377 | 04/20/2013 | 04/20/2014 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | 85318377 | 04/20/2013 | 04/20/2014 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | 85318377 | 04/20/2013 | 04/20/2014 | EACH OCCURRENCE | $ 1,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 1,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | AHWC1437 | 02/01/2014 | 02/01/2015 | PER STATUTE X OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| A | Garagekeepers | | | 85318377 | 04/20/2013 | 04/20/2014 | Each Covered Auto | 45,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

Hidalgo County Purchasing Dept.
Attn: Elena
100 E. Cano Street
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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**AI-42908** **Purchasing Department** **24. F. 2.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Hon. Lupe Trevino, HC Sheriff **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

a. As recommended by HC S/O for HCCC to exercise and approved County's option to terminate (under Article 11-Termination and Suspension) as stated in the current agreement with Prodigy Construction Management, LLC, for "Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project," by providing/forwarding a thirty (30) day written notice of termination citing budgetary constraints as cause;

b. Requesting acceptance and approval of Invoice No. 4 in the amount of $12,363.76, from contracted vendor, Prodigy Construction Management, LLC in connection with contract C-13-010-03-05, construction management services for the "Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project".

### BACKGROUND

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-423-21-280-087-0-339

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

**BUDGETARY IMPACT:**

RE: PO# 690623

## Attachments

request

Prodigy Construction Mgt

Invoice No. 4

Draft Termination Notice

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 02/04/2014 05:24 PM |
| Budget & Management | Debbie Tamez | 02/05/2014 01:37 PM |
| Glinda Pacheco | Glinda Pacheco | 02/06/2014 10:50 AM |
| Auditor's Office | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Rocio Villarreal Started On: 01/29/2014

Final Approval Date: 02/07/2014

# HCSO ADC / LEC Facility Repair Project- Construction Mgr.

**From :** Gabriel Castaneda <gabriel.castaneda@hidalgoso.org> Thu, Jan 23, 2014 04:46 PM
**Subject :** HCSO ADC / LEC Facility Repair Project- Construction Mgr.
**To :** 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>
**Cc :** valde guerra <valde.guerra@co.hidalgo.tx.us>, 'Sergio Cruz' <sergio.cruz@co.hidalgo.tx.us>, 'Sheriff' <sheriff.trevino@hidalgoso.org>, 'Pat Medina' <patricia.medina@hidalgoso.org>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>, 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>, 'Emilia Uriegas' <emilia.uriegas@hidalgoso.org>, 'Richard Ozuna' <richard.ozuna@hidalgoso.org>, 'juan tapia' <juan.tapia@hidalgoso.org>

Ms. Salazar,

In regards to the Hidalgo County Sheriff's Office Adult Detention Center / Law Enforcement Center Facility Repairs and/or Replacement Project:

I am requesting to terminate the county's contract agreement with the construction management company "Prodigy" as a cost saving measure to this project. Please feel free to contact me if you have an questions.

Sincerely,

**Gabriel Castañeda**
Commander
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*"When our decisions affect the lives of others, we must always seek God's wisdom."*
*Anonymous*

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AGREEMENT

FOR

CONSTRUCTION MANAGEMENT SERVICES
Law Enforcement/Adult Detention Facilities Repair

BETWEEN

PRODIGY CONSTRUCTION MANAGEMENT L.L.C

&

THE COUNTY of HIDALGO, TEXAS

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Agreement for Construction Management Services Between
Prodigy Construction Management L.L.C and
The County Of Hidalgo, Texas
C-13-010-03-05

This AGREEMENT(the "Agreement") made this 05 day of March, 2013 between The County of Hidalgo, Texas (the "Owner") and Prodigy Construction Management LLC (hereinafter "Construction Manager or PM") for Services in connection with the project known as Law Enforcement/Adult Detention Facilities Repair (the "Project"). The Owner and the PM agree as set forth below:

ARTICLE 1
DEFINITIONS

The following words and phrases appearing in initial capitalization shall for the purposes of this Agreement have the following meanings:

1.1 ADDITIONAL SERVICES. "Additional Services" means services not included in Basic Services, the performance of which by the Construction Manager is specifically approved in writing prior to the performance by the Construction Manager of such Service.

1.2 ADDITIONAL SERVICES AGREEMENTS. "Additional Services Agreements" means any written agreement signed by Owner and PM for the provision of Additional Services by PM for which PM will be paid Additional Services Compensation.

1.3 ADDITIONAL SERVICES COMPENSATION. "Additional Services Compensation" means the fees determined in accordance with Additional Service Agreements to be paid by the Owner to the Construction Manager in connection with the performance of Additional Services or on account of the occurrence of an event specified in Excusable Delays.

1.4 AGREEMENT. "Agreement" has the meaning set forth in the introductory paragraph.

1.5 AIA Contract. "AIA Contract" means any agreement as authored by the American Institute of Architects.

1.6 BASIC SERVICES. "Basic Services" means the services set forth in "Attachment A."

1.7 BASIC SERVICES COMPENSATION. "Basic Services Compensation" means the fee designated in Article 4 to be paid by the Owner to the Construction Manager for Basic Services set forth in Attachment A by the Construction Manager.

1.8 CONSTRUCTION CONTRACT DOCUMENTS. "Construction Contract Documents" means the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Owner-Contractor agreement, all of which shall be compatible with this Agreement.

1.9 CONSTRUCTION MANAGER. "Construction Manager" has the meaning set forth in the introductory paragraph.

1.10 CONTRACTOR. "Contractor" means any person or entity that enters into an agreement with the Owner to perform all or part of the construction on the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" includes the authorized representative or a Contractor, but excludes the Construction Manager and the Design Consultant.

1.11 DESIGN CONSULTANT. "Design Consultant" means the contracted registered architect or licensed engineer(s), selected by the Owner.

1.12 INDEMNITEES. "Indemnities" has the meaning set forth in Section 10.1.

1.13 INDEMNITORS. "Indemnitors" has the meaning set forth in Section 10.1.

1.14 LIABILITIES. "Liabilities" has the meaning set forth in Section 10.1.

1.15 OWNER. "Owner" has the meaning set forth in the introductory paragraph.

1.16 OWNER-CONTRACTOR AGREEMENT. "Owner-Contractor Agreement" means an agreement related to the Project between the Owner and a Contractor.

1.17 OWNER'S DESIGNEE. "Owner's Designee" means the Hidalgo County's Commissioner's Court.

1.18 PM. "PM" has the meaning set forth in the introductory paragraph.

1.19 PROJECT. "Project has the meaning set forth in the introductory paragraph.

1.20 PROJECT SCOPE. The "Project Scope" is the provision of construction management services for the Project.

1.21 REIMBURSABLE EXPENSES. "Reimbursable Expenses" has the meaning set forth in Section 7.4.

1.22 SERVICES. "Services" means the Basic Services and Additional Services.

1.23 WORK. The "Work" means the work to be performed by the PM hereunder, consisting of the Basic Services and the Additional Services and the work performed by the Design Consultant and the Contract.

## ARTICLE 2
## RELATIONSHIP OF THE PARTIES

2.1 REPRESENTATIVE OF OWNER. The Construction Manager shall act as the "Designated Representative" of the Owner under this agreement and in consultation with the Hidalgo County Commissioner's Court. Notwithstanding anything to the contrary contained herein, PM acknowledges and agrees that it does not have the authority to bind the Owner, including with respect to the AIA Contract or Owner-Contractor Agreements and that decisions affecting the cost, quality or design of the Project cannot be made by the PM without the prior written agreement from the Commissioner's Court. All matters requiring decision will be submitted by the Construction Manager to the Commissioner's Court for their decision.

2.2 STANDARD OF CARE. The Construction Manager will serve as a fiduciary of the Owner and will represent the best interest of the Owner and the utmost good faith, honesty and fairness as required by statute. The Construction Manager covenants with the Owner to furnish its professional skill and judgment with due care in accordance with the generally accepted standards of construction management practice in the same or similar locality and in accordance with the federal, state and local laws, regulations and Owner's policies which are applicable to the performance of the Services and which are in effect on the date of this Agreement or as may be amended during the term thereof. The Construction Manager shall not be regarded as a guarantor with respect to any work product provided hereunder. Construction Manager's warranty for its Services begins on the date specified in the certificate of substantial completion of the Project, and extends for a period of twelve months thereafter. In the event there is a defect in the Construction Manager's Services and such defect is reported by Owner, in writing, within the above warranty period, Construction Manager shall promptly take appropriate action to remedy the defect and furnish at no cost to Owner all Services required in connection therewith.

2.3 In providing Services, the Construction Manager shall maintain a working relationship with the Contractor and Design Consultant on behalf of the Owner. However, nothing in this Agreement shall be construed to mean that the Construction Manager supplants or assumes any of the Contractor's or the Design Consultant's contractual or customarily assumed responsibilities unless expressly provided herein or in

an Additional Services Agreement. The Construction Manager will use its best efforts to monitor the Work in accordance with the Scope of Services set forth in Attachment A and provide written reports to Owner of any inadequacies observed. Subject to this requirement, the Construction Manager shall not be responsible for construction means, methods, sequences or procedures utilized by the Contractor or the Contractor's breach of contract; or Contractor's failure to carry out safety or security in connection with the Project (unless otherwise specified as a Basic Service); acts or omissions of the Design Consultant; or adequacy or accuracy of any part or all of the Project design.

2.4 Both parties to this Agreement recognize that performance under the agreement(s) between the Owner and the Contractor, the Owner and the Design Consultant, or Owner and any third party is solely the responsibility of the individual Contractor, Design Consultant, or third party; consequently, nothing in this Agreement shall be construed to mean that said performance or lack thereof by Owner, Contractor , and/or Design Consultant, or any third party, is in any way to be considered the responsibility of the Construction Manager. The Construction Manager shall, however, promptly notify the Owner of any issues with such parties performance of which the Construction Manager becomes aware.

2.5 SUBSTITUTION OF PERSONNEL. The Construction Manager and the Owner shall each respectively reserve the right to substitute duly qualified personnel for the purpose of carrying out their respective responsibilities under this Agreement; provided, however, that in the event of any such substation by the Construction Manager, the Owner shall have the right to approve any such substitute.

## ARTICLE 3
## BASIC SERVICES

3.1 The Construction Manager shall perform all of the Basic Services set forth in Attachment A. The Basic Services shall be performed under and in accordance with this Agreement and the Construction Contract Documents.

## ARTICLE 4
## COMPENSATION

4.1 BASIC SERVICES COMPENSATION. The Owner shall pay the Construction Manager Basic Services Compensation in accordance with the terms and conditions of this Agreement as follows:

4.2 (a) The Basic Services Compensation shall be 4.7 percent of the final cost of construction of the Project. Notwithstanding anything to the contrary herein in no event shall Basic Services Compensation exceed Two Hundred Forty Seven Thousand Two Hundred Seventy Five Dollars and Fifteen Cents ($247,275.15) which is calculated as 4.7 percent of

the Owner's current construction budget for the Project of ($5,261,173.30) without the prior written consent of the Owner.

(b) When Compensation for Basic Service is based on a stipulated sum or percentage of the Cost of Work, the compensation for each phase of services shall be as follows:

| | | |
|---|---|---|
| 1. | Schematic Design Phase | 10% |
| 2. | Design Development Phase | 15% |
| 3. | Construction Document Phase | 30% |
| 4. | Bidding or Negotiation Phase | 5% |
| 5. | Construction Phase | 38% |
| 6. | Project Close-out | 2% |

(c) The Owner reserves the right to add other work to the Scope of Services of the Construction Manager hereunder, and adjust the fees of this Agreement by a reasonable amount, which shall be agreed to in written by the Owner and the Construction Manager.

4.3 INVOICES. No more than monthly, the Construction Manager shall submit invoices to the Owner, to the attention of the Owner's Designee, for payment of the Basic Services Compensation and any approved Additional Services. The Owner shall notify the Construction Manager of any dispute related to the invoice.

4.4 PAYMENTS WITHHELD. There are no monies related to retainage under this contract with the Construction Managers Services.

4.5 PAYMENT. The Owner shall pay all undisputed amounts and invoices to Construction Manager pursuant to this Agreement within 30 days after receipt of the invoice.

4.6 CONDITIONS FOR BASIC SERVICES COMPENSATION. The general Project Scope is described in this Agreement. So long as there is no deviation in the Project Scope, the Basic Service fee shall not change. If there is a deviation that results in an increase in the final cost of construction, the Basic Services Compensation shall increase in accordance with Section 4.2(a), subject to the prior written agreement of the Owner thereto.

4.7 EXPENSES. Items provided by Owner at no expense to the Construction Manager are referenced in Attachment B as provided "By Owner". The Construction Manager acknowledges and agrees that any such expenses payable by Owner must be included in the construction budget and are subject to Owner's prior written approval before the Construction Manager incurs any such expense.

4.8 ADDITIONAL SERVICES COMPENSATION. Additional Services Compensation shall be determined and paid in accordance as follows:

| | Position | Hourly Rate |
|---|---|---|
| 1) | Consultant-Project Manager | $150 |
| 2) | Clerical | $ 60 |

4.9 TERMINATION OF SERVICES. In the event any undisputed invoice submitted by the Construction Manager for Services rendered is not paid within 60 days after receipt of the invoice, the Construction Manager shall have the right to terminate.

## ARTICLE 5
## DURATION OF BASIC SERVICES

5.1 TOTAL DURATION OF BASIC SERVICES. The duration of Basic Services under this Agreement shall begin as of the date this Agreement is executed by all parties. It is anticipated that all of the Services will be completed per the established Project timeline. If design delays, construction delays, or other factors beyond the control of the Construction Manager cause the durations of the Project to extend beyond the anticipated durations shown in the Project timeline, the staffing required for the extended durations will be considered as an Additional Service, subject to the following limitation:

(1) There will be Additional Services Compensation granted only to the extent that the reason for the late completion of the works is not the fault of the Construction Manager, and
(2) The prior written agreement of the Owner to incur such Additional Services Compensation must be obtained by the Construction Manager.

5.2 The duration of the Basic Services set forth in this Agreement shall be extended as required in accordance with amendments to this Agreement signed by the parties hereto in the event of any suspension, delay or interruption of the Services or the Work on the Project pursuant to the Project time line.

## ARTICLE 6
## OWNER'S RESPONSIBILITIES

6.1 OWNER'S DECISIONS. The Owner shall examine information submitted by the Construction Manager and shall render decisions pertaining thereto promptly, in order to avoid delay in the progress of the Work and Services The Construction Manager acknowledges that the Owner is a political subdivision of the state of Texas, subject to statutory requirements concerning when and how it may meet and act.

6.2 INFORMATION, SURVEYS, REPORTS. The Owner, after notice from the Design Consultant, shall furnish or obtain site information, soil and surveyor services, and structural, mechanical, chemical, electrical, conductivity and other laboratory tests,

inspections and reports as deemed necessary by the Owner. The Construction Manager shall be entitled to relay upon accuracy and completeness of information, surveys, tests, and reports furnished by the Owner, its Design Consultant, other consultants of the Owner and the Contractor; provided, however, that the Construction Manager shall promptly notify the Owner of any inaccuracies or lack of completeness of which it becomes aware.

6.3 NOTICE OF FAULT OR DEFECT. If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Construction Contract Documents prompt written notice thereof shall be given to the Construction Manager to resolve with the responsible party. The Construction Manager will notify the Owner of any such fault or defect of which it becomes aware and shall resolve such issues with the responsible party.

6.4 OWNER INFORMATION AND APPROVALS. The Owner shall furnish required information and approvals for orderly progress of the Work. If the Construction Manager knows of a particular item on which a decision, information or approval is needed from the Owner, Construction Manager shall notify the Owner of that need in writing.

6.5 DESIGN CONSULTANT AGREEMENT. The Owner has retained and contracted separately with the Design Consultant through General Professional Services Contract.

6.6 BUDGET. The Project budget shall be established by the Owner and Design Consultant.

6.7 CONTRACTOR AGREEMENT. The Owner shall contract separately with Contractor(s) for the construction of the Project. The Owner shall cause all Agreements between the Owner and Contractors to be compatible and consistent with this Agreement, and such agreements shall recognize the Construction Manager as the Owner's agent, subject to the limitations on the Construction Manager's authority as set forth herein, in providing the Services under this Agreement. In addition to other provisions which require the Contractor to complete the Project within the time and contract amount stated in such Agreements.

6.8 CONSTRUCTION CONTRACT DOCUMENTS. Sufficient copies of Construction Contract Documents shall be furnished to the Construction Manager by the Owner by the Owner's expense.

6.9 PERMITS AND LICENSES. The Construction Manager shall not be obligated to pay for any necessary permits, license, fees, approvals, easements, assessments, re-inspect, plan review and charges required for the construction, use or occupancy of

permanent structures or for permanent changes in existing facilities, or new facilities unless included in an Additional Services Agreement.

6.10 PROJECT COMMUNICATION. The Owner shall direct the Design Consultant(s) and General Contractors to deliver a copy of all Project information or communication to the Construction Manager.

6.11 The Owner's Designee shall act in the Owner's behalf with respect to the Project. The Owner shall make representatives reasonably available during regular working hours as reasonably necessary to examine information submitted by Construction Manager; it being understood that only Commissioner's Court may render decisions. Owner shall cause its representatives to furnish information in a reasonably timely manner. Construction Manager acknowledges that the Owner is a public body and decisions of the Owner can only be made by the Commissioner's Court, and agrees this provision does not require the Owner's representative to make decisions, which are reserved for the Commissioner's Court.

6.12 CONSTRUCTION MANAGER FIELD OFFICE. (not applicable).

6.13 Additional Disclosures: Owner has disclosed to PM (1) the Project budget (2) the Project timeline and (3) the Project Scope, and will keep the PM apprised of any material changes thereto.

## ARTICLE 7
## CHANGES IN SERVICE AND PROJECT

7.1 CHANGES WITHIN THE GENERAL SCOPE OF PROJECT. The Owner reserves the right to modify, by addition or reduction, the scope and duration of the Project. PM acknowledges that change orders from Construction allowances to the construction contracts, additional services under the design contracts, and changes in the general Project which do not result in a substantial deviation in the Project Scope are to be expected, and do not result in changes to the Basic Services Compensation hereunder. When there is a substantial deviation from the Project Scope from that shown on in Section 1.1, it may result in an increase or decrease in Basic Services Compensation as provided in Article 4.

7.2 EXTENSION OF DURATION OF BASIC SERVICES AND PHASES; ADDITIONAL SERVICES. Should a substantial extension of the Project timeline occur through no fault of the Construction Manager, which extension is not expected to result in an increase in the Basic Services Compensation, the parties may negotiate in advance concerning whether entry into an Additional Services Agreement to provide for Additional Services Compensation for the Construction Manager for the performance by the Construction Manager of Additional Services.

7.3 ADDITIONAL SERVICES COMPENSATION. The amount of Additional Services Compensation to be paid to the Construction Manager with respect to Additional Services shall be set forth in advance as an Amendment to Agreement executed by the Owner and the Construction Manager. In the event an Amendment to Agreement is entered into by the Owner and Construction Manager without specifying the Additional Services Compensation to be paid with respect thereto, the Additional Services Compensation shall be determined on a time-spent basis calculated by multiplying the number of hours spent on performing the Additional services times the applicable Hourly Billing Rate for the personnel set forth on Attachment A plus Reimbursable Expenses pursuant to Article 4.8.

7.4 REIMBURSABLE EXPENSES. In connection with Additional Services, "Reimbursable Expenses' are those actual expenditures made by the Project Management, its employees, or its professional consultants, directly as a result of performance of Additional Services and which are expressly set forth as Reimbursable Expenses on the related Amendment to Agreement. No reimbursable expenses shall be chargeable to the Owner unless such costs are specifically agreed in writing between Owner and the Construction Manager prior to performance of Additional Services.

7.5 PROFESSIONAL CONSULTANTS. Cost of professional consultants retained by the Construction Manager with regard to such Additional Services shall be invoiced to the Owner at a multiplier of 1.1. No professional consultant charges are chargeable unless specifically agreed to in writing in the related Amendment to Agreement by Owner prior to performance of any Additional Services.

7.6 PAYMENT FOR SERVICES UNDER THIS ARTICLE. The Construction Manager shall submit invoices for the Additional Services Compensation, reimbursable Expenses, and professional consultant's costs to the extent each is allowed in accordance with the terms of this Agreement, which shall be paid pursuant to the provisions of Article 4.8 of this Agreement.

## ARTICLE 8
## NOTICES

8.1 NOTICES. Any notice required by this Agreement to either party by the other shall be in writing and deemed given when delivered personally or five days after deposit in the United States Post Office, as postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

| | |
|---|---|
| Owner : | County of Hidalgo |
| | Attention: Hidalgo County Judge |
| Address: | 302 W. University Drive |

City State Zip: Edinburg, Texas 78539-3523

Construction Manager: S. Alex Palacios, Owner/Principal
Company: PRODIGY CONSTRUCTION MANAGEMENT L.L.C.
Address: 1335 E. Jasmine Ave.
City State Zip: McAllen, Texas 78501
Telephone: (956) 800-1122 office
(956) 800-4618 fax

ARTICLE 9
INSURANCE

9.1 CONSTRUCTION MANAGER INSURANCE. The Construction Manager shall purchase and maintain for the duration of this Agreement insurance for protection from (a) claims under worker's compensation acts in at least the minimum statutory amounts as listed below and (b) claims resulting from negligent acts for which the Construction Manager is legally liable arising from (i) claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or any other person and (ii) claims for damages because of injury to or destruction of tangible personal property equivalent protection acceptable to Owner.

1. Worker's Compensation
   1. State Statutory
   2. Employer's Liability; $100,000 Each Occurrence

2. Automobile Liability
   1.) Bodily Injury
      a. Each Person, $500,000
      b. Each Occurrence, $500,000
   2) Property Damage
      a. Each Occurrence, $300,000
      b. Each Occurrence, $300,000

3. General Liability $1,000,000 Each Occurrence

ARTICLE 10
INDEMNIFICATION

10.1 INDEMNIFICATION. To the fullest extent permitted by applicable law, the Construction Manager and its agents, partners, sub-contractors, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend, and hold harmless the Owner and the Owner's elected officials, employees and agents (collectively

"Indemnitees") from and against all claims, damages, losses, liens, cause of action, suits, judgments and expenses, including attorney fees and expenses, of any nature, kind or description (collectively "Liabilities") whatsoever arising out of, caused by or resulting from the performance of the Construction Manager's Services or through activities or any negligent act or omission of the Indemnitors or any of their agents, partners, subcontractors and/or consultants performed under this Agreement.

10.2 ACTS AND OMISSIONS. The Construction Manager shall not be responsible for any portion of the Liability proximately caused by the Owner's or an unrelated third party's acts or omissions. Nothing in this paragraph shall be constructed to excuse the Construction Manager from liability for its or the other Indemnitors own acts or omissions.

10.3 EXCUSABLE DELAY. The Construction Manager and the Owner shall not be liable to each other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable control and or without their fault or negligence, including but not limited to any of the following events or occurrences; fire, flood, earthquake, epidemic, hurricanes, archaeological finds, war and strikes.

10.4 SURVIVAL OF INDEMNITIES. Indemnity hereunder shall survive expiration or termination of this Agreement.

## ARTICLE 11
## TERMINATION AND SUSPENSION

11.1 TERMINATION. This Agreement may be terminated by either party with cause hereto upon thirty (30) days written notice.

11.2 In the event of a termination under 11.1, the Construction Manager shall be paid any Basic Services Compensation, Reimbursable Expenses and Additional Services Compensation for Services performed to the date of termination.

11.3 SUSPENSION. The Owner may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work on the Project for sixty (60) day period for the convenience of the Owner, or because of events beyond the control of the Owner or the Construction Manager.

11.4 In the event the Work on the Project is suspended, delayed or interrupted, the parties may agree to Additional Services Compensation pursuant to section 7.2 above. Any time after the sixty (60) day suspension period, Construction Manager may, at its sole option elect to terminate this Agreement or remobilize on the Project and resume the Services. The Construction Manager shall restore construction site personnel and office

personnel to its former size as quickly as is reasonable feasible upon its election to remobilize.

11.5 SUSPENSION OF WORK WHERE ASBESTOS OR OTHER TOXIC OR HAZARDOUS MATERIAL IS FOUND.

The Construction Manager and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at a Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

In the event the Construction Manager or any Contractor encounters on the Project site material reasonably believed to be asbestos, PCB or any toxic or material which has not been rendered harmless and which is not part of the Work to be performed by the Contractor on the Project, the Construction Manager shall immediately stop Work in the affected area and report the condition to the Owner in writing. The Work in the affected area shall not thereafter resume except by written agreement of the Owner and the Construction Manager if in fact the material is asbestos, PCB or any toxic or hazardous material and has not been rendered harmless. The Work in the affected area shall resume in the absence of asbestos, PCB or any other toxic or hazardous material, or when it has been rendered harmless, by written agreement of the Owner and Construction Management.

The Owner shall not require the Construction Manager without its consent to perform any Services related to asbestos, PCB or any other toxic or hazardous material.

In the event of any suspension, delay or interruption of any or all the Work on the Project pursuant to this section, the time for the completion of Basic Services shall be extended by a period of time corresponding to the impact such suspension has in the completion of all the Work of the Project covered by this Agreement, and the Construction Manager may be entitled to receive Additional Services Compensation in accordance with Section 7.2.

11.6 EFFECT OF DELAY OR SUSPENSION. A suspension, delay or interruption of the Work on the Project shall not terminate nor void this Agreement.

## ARTICLE 12
## SUCCESSORS/ASSIGNMENT/THIRD PARTIES

12.1 SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the heirs, successors, permitted assigns, trustees and personal representatives of the Owner, as well as the permitted assigns of Construction Manager.

12.2 ASSIGNMENT. Neither the Owner nor the Construction Manager shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other, except that the Construction Manager may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

12.3 THIRD PARTIES. This Agreement is not intended to create nor shall it be construed as creating any contractual relationship or obligations between the Construction Manager and any other third party, including but not limited to the Design Consultant and the Contractor. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefit of any third party.

## ARTICLE 13
## CERTIFICATES FOR PAYMENT TO THE CONTRACTOR

Based upon observations at the site and upon the Contractor's applications for payment, the Construction Manager, within 14 days of receipt of the Contractor's application for payment (or such shorter period as reasonably required due to the requirements of the related Owner-Contractor Agreement) shall determine the amount owing to each Contractor pursuant to the terms of the respective Owner-Contractor Agreement, and shall issue certificates for payment to the Contractor in such amount. The Construction Manager shall consult with the Design Consultant in the determination of the amount due to the Contractor. The Construction Manager and the Design Consultant shall sign the certificates for payment prior to the time they are transmitted to the Owner by the Construction Manager. The signing of a certificate for payment by the Construction Manager shall constitute representation by the Construction Manager to the Owner based on the Construction Manager's observations at the site pursuant to this Agreement, the data comprising the application for payment, and information supplied by the Design Consultant, that the Work has progressed to the point indicated, and that after due inquiry to the best of the Construction Manager's knowledge, information and belief, the quality of the Work appears to be in accordance with the Construction Contract Documents (subject to an evaluation of the Work for conformance with the Construction Contract Documents upon Substantial Completion, the results of any subsequent test required or performed under the Construction Contract Documents, minor deviations from the Construction Contract Documents correctable without cost to Owner prior to completion, and any specific qualifications stated in the certificate for payment) and the respective Owner-Contractor Agreement, and that the Contractor is entitled to payment in the amount certified. However, by signing a certificate for payment, the Construction Manager shall not hereby be deemed to represent that the Construction Manager has made exhaustive or continuous on-site inspections to check the quality of the work or that Construction Manager has reviewed the construction means, methods, techniques, sequences or procedures, or that the Construction Manager has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the construction contract sum.

## ARTICLE 14
## ADDITIONAL PROVISIONS

14.1 MEDIATION. Resolution of any dispute arising under this Agreement between the Owner and Contractor may first be attempted by submitting the dispute to non-binding mediation. The dispute may be submitted to non-binding mediation upon the written demand of either party with the consent of the other party. The non-binding mediation shall be held in Hidalgo County, Texas, at a location agreed to by the parties. The mediator shall be selected by agreement within twenty (20) calendar days from the date the demand for mediation is received by the other party, and absent such agreement, mediation shall not occur. Thereafter, the mediation shall be held at the selected designation within thirty (30) calendar days. The party demanding the mediation shall be responsible for payment of the mediator's fee and associated costs. Mediation of any dispute shall not be a condition precedent to filing a lawsuit, including seeking a mandatory or prohibitive injunction, or equitable relief from any court of competent jurisdiction to enforce or maintain the status quo pending mediation of any dispute.

14.2 ARBITRATION. [INTENTIONALLY DELETED]

14.3 CONFIDENTIALITY. In order for the Construction Manager to effectively provide the Services required under this Agreement, it may be necessary or desirable for the Owner to disclose to the Construction Manager confidential and proprietary information and trade secrets pertaining to the Owner's past, present, or future activities. The Construction Manager hereby agrees to treat information which has been designated to the Construction Manager by the Owner in writing as being confidential and proprietary information or trade secrets in confidential manner. The Construction Manager further agrees that it will not disclose any such information so designated to anyone outside of the Owner at any time. The terms of this Article shall not apply to (a) information which at the time of disclosure is in the public domain or which subsequent to disclosure enters the public domain except by breach of this Agreement by Construction Manager, (b) information which Construction Manager can show by competent proof was in its possession prior to Owner's disclosure of such information to Construction Manager, or (c) information which Construction Manager received from third parties in the absence of a confidentiality agreement thereon.

14.4 DOCUMENTS AND RECORDS. Upon termination or expiration of this Agreement, the Construction Manager shall, upon written request from the Owner, return to the Owner all documents and records provided by the Owner that are in the Construction Manager's possession or control and shall deliver all Project files maintained by the Construction Manager for the Project. However, the Construction Manager shall be allowed to make copies of all such documents, records, information and material.

14.5 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Texas. Venue of any dispute shall be in Hidalgo County Texas.

14.6 ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. No part of the proposal for this work from the Construction Manager is part of this Agreement.

14.7 MODIFICATION OF AGREEMENT. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

14.8 SEVERABILITY. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity , illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14.9 CALENDAR DAYS. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

14.10 HEADINGS. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

14.11 INTERPRETATION OF CERTAIN WORDS. For the purposes of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

14.12 COUNTERPARTS. This Agreement may be executed in any number of counterparts, which shall constitute one and the same instrument.

14.13 CONFLICT AMONG CONTRACTORS. In the event of any conflict between the terms and provisions of this Agreement and the AIA Design Professional Contract and/or the Owner-Contractor Agreement, the AIA Design Professional Contract shall control.

14.14 NON-DISCRIMINATION. By the signing of this Agreement, the Construction Manager certifies that it complies with all applicable laws concerning equal opportunity and non-discrimination and that it does not maintain or provide for its employees to perform their services at any location, under its control, where segregated facilities are maintain.

**[SIGNATURE PAGE FOLLOWS]**

This Agreement executed the day and year first written above.

Owner:
The County of Hidalgo

By: Ramon Garcia
Ramon Garcia, County Judge

PM:
Prodigy Construction Management LLC

By: S. Alex Palacios
S. Alex Palacios, Owner/Principal 3/7/2013

Approved by Commissioners' Court
on 3/5/13 RD

ATTEST:

By: Arturo Guajardo
Arturo Guajardo, County Clerk

Approved as to form:
ATLAS, HALL, RODRIGUEZ, LLP

By: SLC
Stephen L. Crain

ATTACHMENT A
SCOPE OF SERVICES

CONSTRUCTION MANAGEMENT
Construction Manager LLC Services are listed below.

I. PROJECT PLANNING AND MANAGEMENT

a) Construction Manager Implementation Plan: PM will work with Owner to prepare a comprehensive Construction Manager Implementation Plan, which will include:

- Identification of the Owner's overall objectives.
- Project policies necessary to manage to the desired outcome.
- Overall Master Project Schedule including the phasing, sequencing and packagingof design, consulting, equipment or construction contracts so that the work meets the capacity of the design and construction community.
- Overall Project Budget including both soft and hard costs.
- Procurement techniques and forms of contract that can be utilized for the delivery of the Project.
- Project Organization Chart including integration of Construction Manager Services with other related services including design services, FF&E procurement and installation (if necessary), operations & maintenance, technology design and installation, etc.

b) Construction Manager Procedures: Construction Manager will prepare Construction Manager Procedures that:

- Establishes procedures for communication among the Project participants.
- Describes roles and responsibilities for all of the key players in the Project participants.
- Presents administrative procedures for pre-design, design, procurement, construction and post construction services
- Are aligned with Owner goals.

c) Architect-Engineer Selection: Construction Manager, when necessary, will advise, if requested by Owner, in the Architect and Engineer selection and advise Owner on language for approval and acceptance by Owner. Construction Manager will assist with review of potential design team(s) qualifications for capability to perform scope of work and meet schedule. Construction Manager will negotiate with the selected firms and assist in Architect and Engineer contract preparation and review. Construction Manager will review the selected firms' certificate of insurance for compliance with Owner's guidelines.

d) Information and Control System: Construction Manager will establish and

implement a Construction Manager information and control system for expediting and processing requests for information; shop drawings, material, equipment, and sample submittals,; contract adjustments; change orders; payment requests and the maintenance of logs.

e) Project Budgeting and Cost Management: Construction Manager will prepare a Conceptual Project Budget based on information from Owner. The Project Budget will identify all sources of potential funding, and will account for all Project expenses.

Construction Manager will develop and implement an effective system to assist Owner in the management of Project costs. In developing and implementing this system, Construction Manager will collect budget information for the Project related soft and hard costs, including design costs, construction costs and other related costs; recommend adjustments as necessary and provide input to Construction Manager's computerized cost reporting system. Cost reports will be updated monthly as commitments are made and costs are incurred and incorporated into the monthly report. Any budget adjustments must be approved by the Owner in writing. Construction Manager will record documentation of the change, and transfer of funds.

f) Master Project Schedule: Construction Manager will, working with other Project participants, prepare an overall "Master Project Schedule" showing duration and precedence for major design, bidding, construction and occupancy activities; establishing the overall duration of the Project and identifying those activities that are most critical.Construction Manager will update the Project Schedule on a regular basis indicating current status of activities, expanding the level of detail and status as the Project progresses.

g) Pre-Bid Services: Construction Manager will assist Owner to organize and conduct Pre-Bid conference.

i) Plan Room: Construction Manager will maintain a plan room for the use of entities wanting to review the Project plans and specifications.

j) Project-Wide Progress Meetings: Construction Manager will attend regularly scheduled meetings with Owner for the purpose of reviewing overall progress as measured against the Construction Manager implementation Plan. Major issues affecting the progress of the Project will be identified, monitored, and reported by Construction Manager. Construction Manager will issue meeting minutes. Such meeting minutes will include the statue of major issues discussed and will prescribe recommended actions required by team members.

k) Project-Wide Progress Reports: Construction Manager will produce a periodic Project report that will include at a minimum: an executive summary narrative, cost status report, schedule status report, key issues & concerns, major variances to the Construction Manager strategy along with recovery action plans and identification of major activities to be accomplished in the following period.

l) Project Guidelines and Standards: Construction Manager will work with the

Owner to identify, collect, develop and distribute to the Design Consultant and Owner's staff the Owner's Project guidelines. In preparing these guidelines consideration will be given to equality in Project scope. Construction Manager will assist the Owner in the prioritization of Project needs.

m) Construction Contract Agreements: Construction Manager will review contract documents and associated general conditions, special conditions and other related documents for the Project.

Construction Manager will recommend to the Design Consultant contractual language for inclusion in the Construction Documents that will require submittal performance by the Contractor that will support effective cost, schedule and quality control.

Construction Manager will verify that the requirements are included in construction contract documents.

n) Davis Bacon Act: Construction Manager will assist and ensure general contractor in the enforcement of the Davis Bacon Act compliance.

II PRE-DESIGN AND DESIGN PHASE SERVICES

a) Design Consultant Coordination and Management: Construction Manager will assist the Owner with managing each Design Consultant directly and will provide overall coordination, administration, management, and technical support services during the design, procurement and construction phases of work.

Construction Manager will:

- Monitor performance of each Design Consultant.
- Review Design Consultant applications for payment and/or claims for additional services and provide an analysis and recommendation of action to the Owner
- Review and manage approved re-design activities
- Assist the Owner in determining design submittal requirements at schematic design, design development and construction document phase of design.

b) Budget Review and Cost of Work: Construction Manager will review cost estimates of the design at each design development milestone submittal. Construction Manager will recommend bid alternates as a means of cost control if needed.

Construction Manager's cost estimate review will represent Construction Manager's best judgment as a Construction Manager familiar with the construction industry. It is recognized, however, that neither Construction Manager nor Owner has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices or other competitive bidding or negotiating conditions. Accordingly, Construction Manager cannot and does not warrant or represent that available prices will not vary from the Project Budget proposal established and approved by Owner, or from any cost evaluation or report prepared by Construction Manager. Construction Manager acknowledges that Owner retains all approval over bids and that Construction Manager does not have authority to agree to any cost increases.

c) Schedule Updates: Construction Manager will update the Project schedule based upon information provided by the Design Consultant.

d) Agency Approvals: Construction Manager will assist the Owner and Design Consultant in scheduling necessary plan reviews and obtaining required permits and approvals.

## III. PROCUREMENT PHASE SERVICES

a) Plan Distribution: Construction Manager will initiate and monitor the printing of copies and distribution of Project plans and specifications on behalf of the Owner.

a) Market Project/Project to the Bidders: Construction Manager will review the Project with the bidders, including the designs established by the Design Consultant. Construction Manager's efforts will be coordinated with the Owner's procurement practices.

b) Procurement Management: Bidding & Awarding of Construction Contracts. Construction Manager will assist the Owner to review the bidding and awarding process established by the Design Consultant for each contract; it being agreed that only Owner has authority to award any contracts or otherwise bind Owner.

c) Contractual Review: Construction Manager will advise Owner regarding suggested language for inclusion within bid and contract documents for the services for approval and acceptance by Owner.

Construction Manager will review Design Consultant's bid summaries and make recommendations to Owner for award of contracts or rejection of bids. Construction Manager will review the proposed contract for each successful bidder. Construction Manager will incorporate appropriate contract terms and conditions such as contractor mark-ups on change orders, contingencies, allowances, contractor general conditions and liquidated damages in the contract documents for Owner's review.

Construction Manager will assist the Owner in negotiation of contract agreements between Owner and the bidders, to the limit of Construction Manager's authority as defined in this Agreement, and assist the Owner and design Consultant with rebidding of the work as required. The Construction Manager will not be a bidder on any contract within the Project.

Construction Manager will notify all parties of awarded scope of work, including acceptance of alternates, for coordination with other activities.

## IV. CONSTRUCTION PHASE SERVICES – Project Administration

a) Construction Phase Meetings: Construction Manager will attend pre-construction conferences with Contractors prior to mobilization. Throughout the duration of construction, Construction Manager will attend regular progress meetings with Owner, Design Consultant, and Contractor(s) related to the review and documentation of Project status and coordination of efforts of all Project participants. Design Consultant will be responsible for preparation of individual meeting minutes for each respective part of the Project.

b) On-Site Presence: As progress requires the Construction Manager, including appropriate staff of the Construction Manager, will assist the Design Consultant to observe all phases of construction activities periodically in order to assist in achieving completion of the Project in accordance with the Owner's objectives for cost, time, and quality. Observations will not cause Construction Manager to be responsible for those duties and responsibilities which belong to the Design Consultant or the Contractor(s), and which include, but are not limited to, the Design Consultant's obligation to produce clear, accurate drawings and specifications and responsibilities of full time construction administration and the Contractor(s) responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

c) Plan Temporary Facilities, Services and Utilities: Construction Manager will review and recommend for approval Contractor's plan for temporary on-site facilities, equipment, materials, and services for the common use of Contractors.

d) Expedite Permits and Approvals: Construction Manager will review the Design Consultant's identification of special permits or approvals required for Project improvements, excluding permits obtained directly by the Contractor. Construction Manager will review and monitor the inspection process of outside agencies. Construction Manager will assist in obtaining approvals for the Project from authorities having jurisdiction over the Project.

e) Coordinate Requests of Information: Construction Manager will coordinate requests for clarification of Construction Contract Documents from the Contractor(s) with the Design Consultant. Construction Manager will review status of requests in a regular or special progress meeting in an effort to monitor timely responses from the Design Consultant.

f) Implement a Change order System and Procedure: When changes in the work become a necessary due to request of Owner, request of the Contractor, or design document issue, Construction Manager will work with the Design Consultant to coordinate the preparation of Owner approved change order documents, log the proposed change in the control log and transmit to the Contractor for response.

g) Processing of Contractor's Shop Drawings & Submittals: Construction Manager will monitor schedules prepared by Contractor for required submittals of shop drawings and samples for approval by Architect, other members of the design Consultant and Owner. The Contractor's and Design Consultant's submittal logs will be reviewed in the weekly progress

meeting in an effort to assure timely processing by the Contractor and Design Consultant.

Construction Manager will review the Contractor's schedules for submittal and approval of shop drawings and samples to assure that they coincide with the Construction schedule.

h) Review and Approve Contractor's Applications for Payment: The Design Consultant will receive Contractors' applications for payment, review for completeness and review Contractor's proposed schedule of values for use in processing payments. Construction Manager will review the Design Consultant's submittal and process payment application to the Owner. Construction Manager will monitor the payment process for compliance with the Construction Contract Documents. If it should later be found that a Contractor has failed to comply with the provisions of its Owner-Contractor Agreement in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Contractor. By issuing and processing an Application for Payment, Construction Manager will not be deemed to represent that it has made any examination to ascertain how and for what the purpose the Contractor has used the previous monies paid on account of the construction contract sum.

i) Project Schedules: Construction Manager will receive, review and comment on the suitability of the detailed construction schedule prepared by the Contractor. Once approved, Construction Manager will monitor the schedule monthly and report on deviations from the schedule. Construction Manager will recommend necessary actions to Owner should the Contractor fail to correct schedule variances caused by the Contractor.

j) Evaluate Contractor Performance: Construction Manager will periodically evaluate the Contractor's performance and will recommend courses of action to Owner when the Contractors' schedule and quality objectives are not being met.

k) Provide Monthly Status Reports: Construction Manager will prepare a monthly status report which will include financial status reports and projections for cost of completion, change order status reports, potential claims identification and status, schedule status and identification of major problems encountered along with corrective action taken or recommended. The schedule status report will compare the status of construction with the construction schedules and Project schedules, making recommendations and recovery plans in the event the schedules do not match.

l) Quality Control Monitoring: Construction Manager will notify the Design Consultant and Owner in writing when it is the opinion of Construction Manager that the work does not conform to the requirements of the Construction Contract Documents. Construction Manager is not authorized to change, revoke, enlarge, relax, alter, or release any requirements of the Construction Contract Documents or to approve or accept any portion of the work not performed strictly in accordance with the Contract Documents.

V. CLOSE OUT PHASE SERVICES

a) Determine Final Completion of the Project: Construction Manager will determine, in conjunction with the Design Consultant and Owner, final completion of the Project. Upon completion, Construction Manager will receive the Contractor's final application for payment, confer with the Design Consultant and Owner to determine if all records, certificates, guarantees, warranties and releases have been received, obtain signatures from the Design Consultant and forward to Owner for final payment. In the event any of the items listed above have not been submitted, Construction Manager will assist Owner in obtaining completed items from the appropriate parties. Construction Manager will monitor the final payment process for compliance with contract documents.

b) Operations & Maintenance Manuals: Construction Manager will work with the Design Consultant and Contractor to coordinate delivery of operations manuals and warranties provided to the Owner in a timely manner.

c) Coordinate Punch-List Activities: In consultation with the Owner. Construction Manager will arrange for and coordinate preparation of punch-lists by the Design Consultant when requested by the Contractor or Owner. Project Management will assist the Design Consultant in verifying completion of punch-list activities and in determining substantial completion of the Project. In consultation with the Owner, Construction Manager will arrange for issuance of the Certificate of Substantial Completion by the Design Consultant to the Contractor.

d) Occupancy Activities: Construction Manager will review occupancy schedules prepared by Design Consultant, and will detail and coordinate the activities between final inspection of the Project and the Owner's occupancy needs.

f) Plan for Correction of Defective Items: Construction Manager will assist the Owner to develop a plan to facilitate the correction of defective items that require repair or replacement during the warranty period.

g) Transfer of Final Record Set of Documents: Construction Manager will monitor Contractor's preparation of record drawings and specifications and coordinate and expedite the transmittal of the record documents to the Owner. Construction Manager will prepare the final Project accounting and close out reports.

End of Section

ATTACHMENT B

Schedule of Direct Expense

| Schedule of Direct Expenses | |
|---|---|
| Item | Reimbursable Multiplier of Direct Cost |
| Computers | 0 |
| Inner Office Copies | 0 |
| Postage and Courier | 1.1 |
| Office Supplies | 0 |
| Digital Cameras | 0 |
| Plans and Specifications Reproducibles | 1.1 |

No expenses reimbursable by Owner hereunder shall be incurred without the prior written approval of Owner through an Additional Services Agreement or other amendment to this Agreement.

# ATTACHMENT C
# Payment Schedule*

Law Enforcement/Adult Detention Facilities Repair
Job # PCM-xx-xx13
Owner PO#

Application No.
Application Date

| A | B | | C | D | E | F | | G |
|---|---|---|---|---|---|---|---|---|
| Item | Description of Work | | Scheduled Value | Work Completed From Previous Applications | Work Completed This Period | Total Completed To Date (D + E) | Total Completed To Date (%) | Balance to Finish (C - F) |
| 1 | Schematic Design | 10% | $ - | $ - | | $ - | #DIV/0! | $ - |
| 2 | Design Development | 15% | $ - | $ - | | $ - | #DIV/0! | $ - |
| 3 | Construction Documents | 30% | $ - | $ - | | $ - | #DIV/0! | $ - |
| 4 | Bidding or Negotiation Phase | 5% | $ - | $ - | | $ - | #DIV/0! | $ - |
| 5 | Construction Phase | 36% | $ - | $ - | | $ - | #DIV/0! | $ - |
| 6 | Project Close-out | 2% | $ - | $ - | | $ - | #DIV/0! | $ - |
| 7 | Additional Services | | $ - | $ - | | $ - | | |
| | Original contract Amount | | $ - | $ - | $ - | $ - | #DIV/0! | $ - |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2012

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: Jennifer Smith |
|---|---|
| Siegeler Insurance Agency<br>172 West Austin Street<br><br>Giddings TX 78942-3294 | PHONE (A/C, No, Ext): (979) 542-3449 FAX (A/C, No): (979) 542-0469<br>E-MAIL ADDRESS: jsmith@siegins.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A: Colony Insurance Company |
| INSURED<br>Prodigy Construction Management, LLC<br>P.O. Box 6592<br><br>McAllen TX 78502-6592 | INSURER B: Texas Mutual Insurance Company<br>INSURER C: Darwin Select Ins Co<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** CL1241102441 **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<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | | | GL 3830746 | 3/23/2012 | 3/23/2013 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS [ ] NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | SBP-0001222324 | 3/23/2012 | 3/23/2013 | [ ] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Proffessional Liability | | | 0306-4964-1 | 3/23/2012 | 3/23/2013 | | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M T. Siegeler/MW


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# ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/24/2012

PRODUCER
JERRY MOLINA INSURANCE
3313 N Ware
McAllen, TX 78501
(956) 661-8338

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 Prodigy Construction Management, LLC

1335 E Jasmine Ave
McAllen, TX 78501

| INSURERS AFFORDING COVERAGE | NAIC# |
|---|---|
| INSURER A: FARMERS INSURANCE GROUP | |
| 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADDL INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| | | GENERAL LIABILITY | | | | EACH OCCURRENCE | $ |
| | | ☐ COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | ☐ CLAIMS MADE ☐ OCCUR | | | | MED EXP (Any one person) | $ |
| | | | | | | PERSONAL & ADV INJURY | $ |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | GENERAL AGGREGATE | $ |
| | | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | PRODUCTS - COMP/OP AGG | $ |
| A | | AUTOMOBILE LIABILITY | 604895389 | 03-16-12 | 03-16-13 | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | ☐ ANY AUTO | | | | BODILY INJURY (Per person) | $ 500,000 |
| | | ☐ ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | $ 500,000 |
| | | ☒ SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) | $ 500,000 |
| | | ☐ HIRED AUTOS | | | | | |
| | | ☐ NON-OWNED AUTOS | | | | | |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | ☐ ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE | $ |
| | | ☐ OCCUR ☐ CLAIMS MADE | | | | AGGREGATE | $ |
| | | ☐ DEDUCTIBLE | | | | | $ |
| | | ☐ RETENTION $ | | | | | $ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | $ |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | WC STATU-TORY LIMITS ☐ OTH-ER | |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | OTHER | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

2009 Ford F250 Super. Vin #1FTSW21R79EA22027

CERTIFICATE HOLDER

Hidalgo County
2812 S Business Hwy 281
Edinburg Tx 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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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**AGENDA**
**CC REGULAR**
**HIDALGO COUNTY**
**COMMISSIONERS COURT**
**MEETING**
**March 5, 2013**
**9:30 A.M.**

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

1. **Roll Call**
   All members of the Court were counted present.

2. **Pledge of Allegiance**
   Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**
   Virginia Townsend led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**
   The Court moved to approve the Consent Agenda.

5. **Open Forum**
   -Opal Billman discussed her false imprisonment on her own property.
-Virginia Townsend questioned why the Constable Pct. 1 was asking for additional employees/positions if they obtained some from Constable Pct. 5, asked about the increase in price for the Constable Pct. 1. Building and asked the Court to testify on the House Bills that would affect our Colonias.
-Fern McClaugherty expressed concerns as to how the Agenda was posted and on items 7.F & 7.H.
-Robert Geib presented the Court a claim from January 15, 2010 for review.
-Oscar Montoya provided the Court an update on the water allotment.

6. **County Judge's Office:**

A. Discussion and appropriate action regarding Hidalgo County's Legislative Agenda for the 83rd Session of the Texas Legislature and other legislative issues affecting Hidalgo County

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

B. Resolution regarding HB 958

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

**Vote:** 5 - 0 - Unanimously

C. Report on bills before the Texas Legislature of interest to Hidalgo County

Israel Rocha came before the Court to discuss how HB 1000/ SB 24 would affect the merging of the universities and the creation of a medical school. Mr. Rocha clarified that in order to create the medical school, they would need: 1) Authorizing Language (HB 1000/ SB 24); and 2) Funding inserted into Appropriations Bill to ensure long term fiscal liability.

Ramiro Garza, Jr., City Manager for Edinburg, talked about some of the sponsors for HB 1000/ SB 24 and encouraged that the Commissioners' Court Members send a letter of support of the legislation for SB 24.

Raul Sesin, Planning Administrator, came before the Court to inform them that he had testified on HB 611. Mr. Sesin discuss how HB 611 would affect the County as it pertains to: 1)Escrow Requirements, 2) 90 day

On motion byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve in the order of the of the scores.
Vote: 4 - 0

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of HALFF Associates Inc. for: the provision of professional engineering services for US 281 & SH 186 (Linn-San Manuel) beautification project in Precinct No. 4.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**E. Constables**

1. Acceptance and Approval to Award the Best Valued Proposals from Job Order Contractors for the project: Concrete Work & Water Line Improvements to Constable Pct. 1 Building (Project# 2013-032-01-16-MSS) as follows:

a. Facilities USA, LLC (awarded JOC through TCPN) in the total amount not to exceed $89,156.00 for Concrete Work & Water Line Improvements.

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval.
Vote: 4 - 0

b. Alpha Building Corp. (awarded JOC through -Choice Facility Partners) in the total amount not to exceed $2,934.37 for Alternate No. 2-Silt Fence.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR.
, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**F. Sheriff's Office**

1. Acceptance and approval to execute the final form of a Professional Construction Management Agreement with Prodigy Construction Management LLC, for "Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project"as approved for negotiations on CC 10/16/12.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

21. **Closed Session:**
On motion byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval to go into Closed Session.
Vote: 4 - 0

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. CL-12-2088-A; Erasmo Chapa v. Hidalgo County, Texas

D. Claim of Jose F. Garcia

Prodigy
Construction Management LLC
"Accountability that is Measurable and Attainable"

# INVOICE

| | |
|---|---|
| **Invoice Number:** | **4** |
| **Invoice Date:** | 1/27/2014 |
| **Billing Period:** | Jan-14 |
| **Project Number:** | PCM-27012 |
| **Customer Name:** | Hidalgo County Adult Detention Ctr. |
| **Contract No.** | **C-13-010-03-05** |
| **Prodigy CM Contact** | Alex Palacios |

**Bill To:**

TO: Hidalgo County Sheriff's Office
711 El Cibolo Rd
Edinburg, Tx 78539
ATTN: Mr. Juan Tapita Procurement Specialist

RE: Hidalgo County Adult Detention Ctr Repair

**Please Make and Send Payment to:**

**Prodigy Construction Management LLC**
**Attn: Accounts Receivable**
**P.O. Box 6592**
**McAllen, Tx 78502-6592**

*Payment Terms - 30 Days*

## *PURPOSE OF INVOICE*

**This invoice is pursuant to the Construction Management Services Agreement by and between Prodigy Construction Management, LLC, and Hidalgo County**

**This invoice is for the original scope of work pursuant to the agreement noted above.**

***Application #*** ***4***

## *DESCRIPTION OF AMOUNTS*

***Construction Management Services***

| | TOTAL |
|---|---|
| ORIGINAL CONTRACT PRICE | $ 247,275.15 |
| APPLICABLE ADDITIONAL SERVICES | $ - |
| REVISED CONTRACT PRICE | $ 247,275.15 |
| PROJECT COMPLETED AS OF DATE OF INVOICE | 60.00% |
| TOTAL PROJECT AMOUNT COMPLETED AND PAYABLE | $ 148,365.08 |
| LESS: AMOUNT OF PREVIOUS APPLICATIONS | $ 136,001.32 |
| AMOUNT OF PREVIOUS UNPAID BALANCE | $ - |
| PLEASE PAY THIS AMOUNT: | $ 12,363.76 |

~~ THANK YOU FOR CHOOSING PRODIGY TO PROVIDE YOU WITH SUPERIOR CONSTRUCTION MANAGEMENT & ENGINEERING SOLUTIONS ~~

County of Hidalgo-Adult Detention Center Repairs
Job # PCM-027012

Invoice # 4
Application Date 1/27/2014

Fee based on 4.7% of $5,261,173.30

| A | B | | C | D | E | F | | G |
|---|---|---|---|---|---|---|---|---|
| Item | Description of Work | | Scheduled Value | Work Completed | | Total Completed and To Date | | Balance to Finish (C-F) |
| | | | | From Previous Applications | This Period | (D + E) | (%) | |
| 1 | **County of Hidalgo-Adult Detention Center Repairs** | | | | | $ - | | $ - |
| 2 | 10% Schematic Design | 10% | $ 24,727.51 | $ 24,727.51 | $ - | $ 24,727.51 | 100% | $ 0.00 |
| 3 | 15% Design Development | 15% | $ 37,091.27 | $ 37,091.27 | $ - | $ 37,091.27 | 100% | $ 0.00 |
| 4 | 30% Construction Documents | 30% | $ 74,182.54 | $ 74,182.54 | $ - | $ 74,182.54 | 100% | $ 0.00 |
| 5 | Bidding Phase | 5.0% | $ 12,363.76 | $ - | $ 12,363.76 | $ - | 0% | $ 12,363.76 |
| 6 | Construction Phase | 38% | $ 93,964.56 | $ - | $ - | $ - | 0% | $ 93,964.56 |
| 7 | Project Close-out | 2% | $ 4,945.50 | | | | | |
| 8 | | | | | | | | |
| 9 | | | | | | | | |
| | Original contract Amount | | $ 247,275.15 | $ 136,001.32 | $ 12,363.76 | $ 148,365.08 | 60.00% | **$ 106,328.32** |

February 11, 2014

**CERTIFIED MAIL**

**NAME**
**COMPANY'S NAME**
**ADDRESS**

Re: **CANCELLATION OF CONTRACT-C-13-010-03-05-Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project**

Dear :

Pursuant to actions taken by Hidalgo County Commissioners' Court on DATE, please be advised this correspondence will serve as a formal notice of termination Provision 11.1-Termination and Suspension) of the current service agreement for, "Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project," effective DATE.

We sincerely appreciate your time and interest and hope that you will continue to participate in the future.

Sincerely,

DRAFT

**AI-42947** **Purchasing Department 24. F. 3.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Hon. Lupe Trevino, HC Sheriff **Submitted By:** Marty Salazar, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Acceptance and approval of claims arising from PO#s 693384 & 696430 to Mike Young Printing for the following:

Invoice #21506 for $156.75;
Invoice #21573 for $ 89.98

which constitute amounts due to check printing overruns that the Sheriff's Department accepted/kept and is utilizing but not included in original requisition or POs.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 1100-423-21-280-002-0-550

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

**BUDGETARY IMPACT:**

PO #694384 has been liquidated and thus fiscal account number above will be used to pay this claim
Available balance as of 2-3-14
Year 2013 $ 219.23
Year 2014 $ 7,700.00

PO #696430 is still open and has not been liquidated; Available bal. in PO as of 2-3-14 $89.98

This information give to Purchasing by Ms. Virginia Rodriguez from S/O.

## Attachments

Backup Documents
Inv 21573 backup

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 01/31/2014 04:51 PM |
| Budget & Management | Debbie Tamez | 02/03/2014 11:28 AM |
| Manuel Chapa | Manuel Chapa | 02/04/2014 10:01 AM |
| Auditor's Office | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Marty Salazar Started On: 01/31/2014 11:02 AM

Final Approval Date: 02/07/2014

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*County Administration Building 3rd Floor*
*2808 S. Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
*FAX: (956) 318-2577*
*WEBSITE: www.co.hidalgo.tx.us/auditor*

***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:** 08/24/2013

**TO:** Virginia Rodriguez **DEPARTMENT:** (2802) HIDALGO COUNTY JAIL

**FROM:** Yolanda Estrada **PHONE:** (956)-318-2511 ext 4622

**REFERENCE:** MIKE YOUNG BUSINESS FORMS Invoice #21506

THE FOLLOWING DOCUMENT (S), i.e. *Invoice #21506* 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):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: This invoice was processed for payment, dated for August 27, 2013, in the amount of $1567.50, allowing for only 150 checks to be purchased, as originally requested by the department and approved by the Purchasing Agent. Local Government Code Chapter 262, prohibits unnecessary purchases by any other person, other than the County Purchasing Agent (Martha Salazar). Therefore, the additional 15 checks billed will not be approved for payment.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR 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. | LETICIA LOPEZ JUDGE, 398TH D.C. | AIDA SAUNAS FLORES JUDGE, 404TH D.C.

**MIKE YOUNG BUSINESS FORMS**
1916 PELICAN
McALLEN, TEXAS 78504
(956) 631-5769
FAX (956) 682-2459

# INVOICE

DATE: 7/19/2013
INVOICE #: 21506

BILL TO:

HIDALGO CO. SHERIFF'S OFFICE
P O BOX 1228
EDINBURG, TX 78540

SHIP TO:

HIDALGO CO. SHERIFF'S OFFICE
711 EL CIBOLO RD.
EDINBURG, TX 78541

| P.O. NUMBER | TERMS | REP | SHIP | VIA | F.O.B. | PROJECT |
|---|---|---|---|---|---|---|
| 694384 | Net 15 | | 7/18/2013 | FEDEX NDA ... | | |

| QUANTITY | ITEM CODE | DESCRIPTION | PRICE EACH | AMOUNT |
|---|---|---|---|---|
| 165 | 121 | SHERIFF'S "D" TRUST ACCOUNT CHECKS | 10.45 | 1,724.25 |
| 1 | Freight | Freight Fedex NDA | 89.69 | 89.69 |

(150) Will be pd.

P.O. #: 6943864
Invoice Received By: VRodriguez on: 7-25-13
Good/Services Received By: E. Vargas/G. Tijerina 7-19-13
2-1100-423-21-280-002-0-550

COPY

8-14-13: Virginia, mentioned Mike orders extra at no charge
Per Liz only Pay for the 150 boxes as originally requested on the P.O.
Ret. copy of inv. to dept.

RECEIVED
AUG 29 2013
BY: [illegible]

| | TOTAL | $1,813.94 |
|---|---|---|

9101

ymybf88@aol.com

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

AT

**MIKE YOUNG BUSINESS FORMS**

| SHIPPER'S NO. | DATE SHIPPED |
|---|---|
| 9197 | 07/18/13 |

DELIVERING CARRIER: FED EX GRD TM

"SPECIAL CARRIER INSTRUCTIONS"

**PLEASE BILL TO**

| CARRIER NO | FACTORY NO. |
|---|---|
| 662813 | 82849 |

MAIL CODE / SALES REPRESENTATIVE: MIKE YOUNG

CUSTOMER REQUISITION/ORDER NO: 694384

**CONSIGNED TO**

HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG, TX 78539

*DO NOT DOUBLE STACK SKIDS*

Agreed by Carrier and Consignor of agreement between the parties hereto that the Consignor will not be responsible for any charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

**PREPAID**

| NO. OF CTNS. | QUANTITY OF FORMS | NO. PTS. | FORM NO. & NAME, CONSECUTIVE NUMBERS CARTON QUANTITIES OR BREAKDOWN |
|---|---|---|---|
| 7 | 3575 | 4 | "D" TRUST ACCOUNT CHECKS |
| | | | |
| | | | 6 @ 550 |
| | | | 1 @ 275 |
| | | | 141000 THRU 151724 |
| | | | BALANCE |

PACKING SLIP

VIA ☐ 3RD PARTY ☒ PREPAID ☐ COLLECT

SPEC. INST.

SHIPPED ON BIL. NO. WITH

| No. Pkgs. | NUMBER OF SKIDS | WEIGHT (Sub. to Corr.) | Class or Rate | | CHARGES |
|---|---|---|---|---|---|
| 7 | | 136 | 65 | | |
| | | | | | |

7/24/13

6477 6/99

CUSTOMER COPY

PER

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

RECEIVED subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

AT

MIKE YOUNG BUSINESS FORMS

| SHIPPER'S NO. | DATE SHIPPED |
|---|---|
| 9196 | 07/18/13 |

DELIVERING CARRIER: FED EX NDA TM

"SPECIAL CARRIER INSTRUCTIONS"

PLEASE BILL TO

| CARRIER NO | FACTORY NO |
|---|---|
| 662813 | 82849 |

MAIL CODE / SALES REPRESENTATIVE: MIKE YOUNG

CUSTOMER REQUISITION/ORDER NO.: 694384

CONSIGNED TO

HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG, TX 78539

"DO NOT DOUBLE STACK SKIDS"

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

PREPAID

| NO. OF CTNS. | QUANTITY OF FORMS | NO. PTS. | FORM NO. & NAME, CONSECUTIVE NUMBERS CARTON QUANTITIES OR BREAKDOWN |
|---|---|---|---|
| 1 | 550 | 4 | "D" TRUST ACCOUNT CHECKS |
| | | | |
| | | | 1 @ 550 (22 BOOKS) |
| | | | 139350 THRU 140999 |
| | | | |
| | | | PARTIAL |

PACKING SLIP

VIA ☐ 3RD PARTY ☒ PREPAID ☐ COLLECT

SPEC. INST.

SHIPPED ON B/L NO. WITH

| No. Pkgs. | NUMBER OF SKIDS | WEIGHT (Sub. to Cor.) | Class or Rate | CHARGES |
|---|---|---|---|---|
| 1 | | 30 | 65 | |
| | | | | |

6477 6/99

CUSTOMER COPY

PER Emilia Uriega 7/19/13

# Purchase Order

# COUNTY OF HIDALGO

PO#: 694384

DATE: 06/24/13



VENDOR: 176729 REQ:00239003

Email:

Phone:

MIKE YOUNG BUSINESS FORMS
1916 PELICAN
MCALLEN TX 78504

Vendor Acct:

BUYER: VRODRIGUEZ
SHIP TO: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

CONTACT: Virginia Rodriguez (956)393-6023
SITE: HIDALGO COUNTY JAIL
Contract No:

Special Instructions:

**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 A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 150 | EACH | OM SHERIFF'S "D" TRUST ACCOUNT CHECKS 25 SETS/BOOK-75 CHECKS PER BOOK | 10.45 | 1,567.50 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | Total | | 1,567.50 |
| | | ********** For Hidalgo County use only | | |
| | | 3-1100-423-21-280-002-0-550 1,567.50 | | |
| | | Approved | | |

RECEIVED 2013 JUL 29 PM 2:53

**Authorized by:** Martha L. Salazar

ATTN: TONY HERNANDEZ @ AUDITORS OFFICE

# HIDALGO COUNTY DETENTION ADULT CENTER

| | | | | |
|---|---|---|---|---|
| INVOICE DATE: | 07/25/13 | P.O. NO.: | **694384** | |
| VENDOR: | **MIKE YOUNG BUSINESS** | INVOICE NO: | INVOICE DATE: | AMOUNT: |
| | | **21506** | **7/19/2013** | **1,813.94** |

ACCOUNT NO: **3-1100-423-21-280-002-0-550** TOTAL AMOUNT: **$1,813.94** F

COMMENTS: _____

RECEIVED BY AUDITOR'S OFFICE
2013 JUL 29 AM 8:35

INVOICE SUBMITTED ON:
7/25/2013

**Zimbra** **martha.salazar@co.hidalgo.tx.us**

## FW: DISCREPANCY FOR INVOICE # 21506 MIKE YOUNG BUSINESS

**From :** Virginia Rodriguez <virginia.rodriguez@hidalgoso.org> Fri, Jan 31, 2014 09:19 AM

**Subject :** FW: DISCREPANCY FOR INVOICE # 21506 MIKE YOUNG BUSINESS 2 attachments

**To :** 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

**Cc :** 'Matilde Faz' <matilde.faz@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Gabriel Castaneda' <gabriel.castaneda@hidalgoso.org>, 'Richard Ozuna' <richard.ozuna@hidalgoso.org>, 'Emilia Uriegas' <emilia.uriegas@hidalgoso.org>, daniel garcia <daniel.garcia@hidalgoso.org>, 'Liza Lopez' <liza.lopez@co.hidalgo.tx.us>

Mrs. Salazar

Can you please help us with this matter? We have the following issue:

Invoice #21506 Purchase Order #694384 was open for 20 check books and received 22, auditors only paid for 20 leaving a remainder balance of **$89.98**
Invoice #21573 Purchase Order #694430 was open for 150 check books and received 165, auditors only paid for 150 leaving a remainder balance of **$156.75**

(Note: checks are customized)

Auditor agreed to pay invoices but she did not process payment as per Accounts Payable Supervisor Elizabeth Cano not authorized payments.

Mr. Garcia (Purchasing) was working with this matter but I think he's out in sick leave.

Please advice how to proceed in order to submit payments.

Thanks.

---

**From:** Genoveva Gonzalez [mailto:genoveva.gonzalez@auditor.co.hidalgo.tx.us]
**Sent:** Tuesday, January 07, 2014 10:26 AM
**To:** 'Virginia Rodriguez'
**Subject:** RE: P.O. #694384 INV.#21506 MIKE YOUNG

Virginia,

I spoke with Liz about both invoices (#21506 & 21573), and we cannot pay the extra check books not included in the POs (#694384 & 696430).

**From:** Virginia Rodriguez [mailto:virginia.rodriguez@hidalgoso.org]
**Sent:** Tuesday, January 07, 2014 8:56 AM
**To:** 'Genoveva Gonzalez'
**Subject:** RE: P.O. #694384 INV.#21506 MIKE YOUNG

What about invoice #21506? Only 150 books were paid but still own 20 books.

Please let me know if I can include both in same memo.

Thanks.

---

**From:** Genoveva Gonzalez [mailto:genoveva.gonzalez@auditor.co.hidalgo.tx.us]
**Sent:** Thursday, January 02, 2014 4:32 PM
**To:** 'Virginia Rodriguez'
**Subject:** Mike Young Business Forms

Virginia,

Can you send me an authorization letter to pay the remaining balance of $89.98 from invoice copy #21573 dated 08/28/13.

Tk's!

*Genoveva "Genny" Gonzalez*
*Hidalgo County Auditor's Office*
*2808 S. Bus. Hwy. 281*
*Edinburg, TX. 78539*
*(956) 318-2511 x.4626*

---

**From:** Virginia Rodriguez [mailto:virginia.rodriguez@hidalgoso.org]
**Sent:** Thursday, September 12, 2013 9:49 AM
**To:** 'alfredo.garcia@co.hidalgo.tx.us'
**Cc:** 'Matilde Faz'; 'elizabeth.cano@auditor.co.hidalgo.tx.us'; 'yolanda.estrada@auditor.co.hidalgo.tx.us'
**Subject:** DISCREPANCY FOR INVOICE # 21506 MIKE YOUNG BUSINESS

Good morning,

Can you please help me with the following discrepancy? As per our phone conversation a Purchase Order # 694384 was open for the printing of checks for the Trust Account for the jail. P.O. was for 150 books but were received 165 due to as per vendor a 5% to 10% of production is over printed. We accepted order and submitted a payment to Auditors Office.

A Discrepancy was sent back with the followed explanation:

**This invoice was processed for payment, dated for August 27, 2013, in the amount of**

**$1567.50, allowing for only 150 checks to be purchased, as originally requested by the department and approved by the Purchasing Agent.**
**Local Government Code 262m prohibits unnecessary purchases by any other person, other than the county Purchasing Agent (Martha Salazar). Therefore, the additional 15 checks billed will not be approved for payment.**

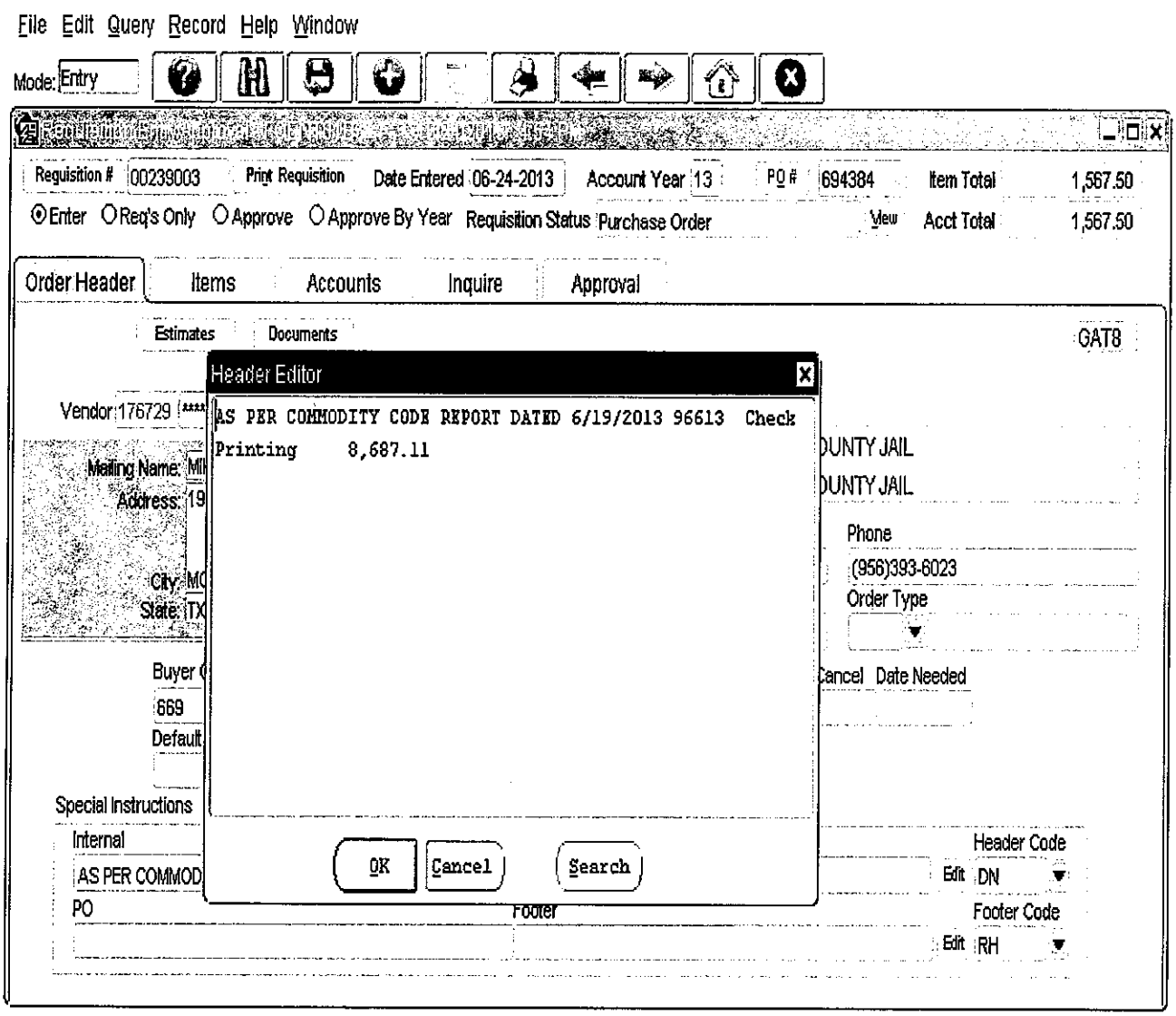
Please let me know how to proceed due to an outstanding balance still pending.

**Virginia Rodriguez**
**Accountant I**
**Hidalgo County Sheriff's Office**
**P.O. Box 1228**
**Edinburg, Texas 78539**
**email: virginia.rodriguez@hidalgoso.org**
**Ph: 956-393-6023**
**Fax: 956-393-6027**

---

**P.O. # 694384 MIKE YOUNG INVOICE # 21506 DISCREPANCY.pdf**
248 KB
**INVOICE #21573.pdf**
308 KB

---


File Edit Query Record Help Window
Mode: Entry
Requisition # 00239003
Print Requisition
Date Entered 06-24-2013
Account Year 13
PO # 694384
Item Total 1,567.50
Enter
Req's Only
Approve
Approve By Year
Requisition Status Purchase Order
View
Acct Total 1,567.50
Order Header
Items
Accounts
Inquire
Approval
Estimates
Documents
GAT8
Header Editor
AS PER COMMODITY CODE REPORT DATED 6/19/2013 96613 Check
Printing 8,687.11
OK
Cancel
Search
Vendor 176729
Mailing Name:
Address:
City:
State:
UNTY JAIL
UNTY JAIL
Phone
(956)393-6023
Order Type
Buyer
669
Default
Cancel Date Needed
Special Instructions
Internal
AS PER COMMOD
Header Code
Edit DN
PO
Footer
Footer Code
Edit RH

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

*HIDALGO COUNTY AUDITOR'S OFFICE*
*County Administration Building 3rd Floor*
*2808 S. Business Highway 281*
*Edinburg, Texas 78539-6243*
*PHONE: (956) 318-2511*
*FAX: (956) 318-2577*
*WEBSITE: www.co.hidalgo.tx.us/auditor*

***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:** | **10/14/2013** |
| **TO:** | **Virginia Rodriguez** | **DEPARTMENT:** | **(2802) HIDALGO COUNTY JAIL** |
| **FROM:** | **Genny Gonzalez** | **PHONE:** | **(956)-318-2511 ext 4626** |
| **REFERENCE:** | **MIKE YOUNG BUSINESS FORMS Invoice #21573** | | |

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #21573*** 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):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: The total invoice amount doesn't match with the total amount of the PO #696430. A payment has been issue for the original amount of the order only.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

**HIDALGO COUNTY DISTRICT JUDGES**

RICARDO P. RODRIGUEZ, JR 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.

# PURCHASE ORDER INCREASE
# COUNTY OF HIDALGO

Department: **Hidalgo County Sheriff's Office**
Contact Name: **VIRGINIA RODRIGUEZ**
Telephone #: **(956)393-6024**
Date: **09/11/13**

Purchase Order Number: **696430**
Increase # **1**
Procurement Method:

**TO:** Vendor Number: **176729**
Vendor Name: **MIKE YOUNG BUSINESS FORMS**
Address: **1916 PELICAN**
**MCALLEN, TEXAS 78504**

☐ CONTRACT :
☐ Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard
☐ Quotes over $1,000.00 (verbal quotes)
☐ Quotes over $5,000.00
(attach written quotes)

Increase Purchase Order for the following items:

| Quantity | UOM | Description | NIGP | Unit Price | Amount |
|---|---|---|---|---|---|
| 1 | LOT | *Amount of Original Purchase Order* | | | $899.80 |
| | | SHERIFF'S "B" CHECKS 25 SETS/BOOK 75 CHECKS PER BOOK | 96613 | $89.98 | |
| | | *Amount of Increase Request* | | | $89.98 |
| | | *TOTAL AMOUNT* | | | $989.78 |

Liquidated: $ 0
Available: $ 2,650.21

Account Number: 3-1100-423-21-280-002-0-550

Reason: INCREASE IS BEING REQUESTED DUE TO VENDOR DID A 5% OR 10% OF PRINTING PRODUCTION.

Authorization: Emilia Vriego — DEPARTMENT HEAD — 09/11/13 DATE

Reviewed By: _____ PURCHASING DEPARTMENT — _____ DATE

Approved By: Martha L. Salazar for — PURCHASING AGENT — 9/16/13 DATE

Approved By: _____ HIDALGO COUNTY AUDITOR — _____ DATE

**MIKE YOUNG BUSINESS FORMS**
1916 PELICAN
McALLEN, TEXAS 78504
(956) 631-5769
FAX (956) 682-2459

# INVOICE

DATE: 8/28/2013 (2)
INVOICE #: 21573 (1)

BILL TO:

HIDALGO CO. SHERIFF'S OFFICE
P O BOX 1228
EDINBURG, TX 78540

SHIP TO:

HIDALGO COUNTY JAIL
701 EL CIBOLO RD.
EDINBURG, TX 78539

| P.O. NUMBER | TERMS | REP | SHIP | VIA | F.O.B. | PROJECT |
|---|---|---|---|---|---|---|
| 696430 | Net 15 | | 8/23/2013 | FEDEX GRO... | | |

| QUANTITY | ITEM CODE | DESCRIPTION | PRICE EACH | AMOUNT |
|---|---|---|---|---|
| 22 | 121 | SHERIFF'S "B" CHECKS | 44.99 | 989.78 |

*Original order placed with PO#696430 was for 20 items = $899.80

P.O. #: 696430 ✓
Invoice Received By: VRodriguez on: 9-05-13
Good/Services Received By: E. Urtega on: 8-29-13 ✓
31100-423-21-280-002-0_550 ✓

Short Pay Difference of $89.9

RECEIVED BY COUNTY AUDITOR'S OFFICE
2013 SEP 6 AM 8:18

| | TOTAL | $989.78 |
|---|---|---|

9101

ymybf88@aol.com

THIS MEMORANDUM is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

RECEIVED, subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

AT

MIKE YOUNG BUSINESS FORMS

| SHIPPER'S NO. | DATE SHIPPED |
|---|---|
| 10265 | 08/23/13 |

DELIVERING CARRIER: FED EX GRD TM

"SPECIAL CARRIER INSTRUCTIONS"

| CARRIER NO. | FACTORY NO. |
|---|---|
| 696430 | 83744 |

MAIL CODE | SALES REPRESENTATIVE: MIKE YOUNG

CUSTOMER REQUISITION/ORDER NO.: 696430

## CONSIGNED TO

HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG, TX 78539

## PLEASE BILL TO

*DO NOT DOUBLE STACK SKIDS*

"Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

PREPAID

| NO. OF CTNS. | QUANTITY OF FORMS | NO. PTS. | FORM NO. & NAME, CONSECUTIVE NUMBERS CARTON QUANTITIES OR BREAKDOWN |
|---|---|---|---|
| 1 | 550 | 4 | "B" TRUST ACCOUNT CHECKS |
| | | | |
| | | | 1 @ 550 |
| | | | |
| | | | 048290 THRU 049939 |
| | | | |

PACKING SLIP

RECEIVED BY COUNTY AUDITOR
2013 SEP 9 PM 3:19

VIA ☐ 3RD PARTY ☒ PREPAID ☐ COLLECT

SPEC. INST.

SHIPPED ON B/L NO. WITH

| No. Pkgs. | NUMBER OF SKIDS | WEIGHT (Sub. to Cor.) | Class or Rate | | CHARGES |
|---|---|---|---|---|---|
| 1 | | 31 | 65 | | |
| | | | | | |

6477 6/99

CUSTOMER COPY

PER Emilia Vargas 9/9/13

## Virginia Rodriguez

**From:** Virginia Rodriguez [virginia.rodriguez@hidalgoso.org]
**Sent:** Tuesday, August 06, 2013 4:15 PM
**To:** 'YMybf88@aol.com'
**Cc:** 'Emilia Uriegas'
**Subject:** P.O. # 696138 SHERIFF'S "B" CHECKS.
**Attachments:** P.O. # 696138.pdf

Good afternoon,

Please go ahead and release order. (P.O. attached to email.)

**ROUTING # 114911687**
**BANK ACCOUNT # 71015981**
**START NUMBER # 048290**

Thanks.

**Virginia Rodriguez**
**Accountant I**
**Hidalgo County Sheriff's Office**
**P.O. Box 1228**
**Edinburg, Texas 78539**
**email: virginia.rodriguez@hidalgoso.org**
**Ph: 956-393-6023**
**Fax: 956-393-6027**

RECEIVED BY
COUNTY AUDITOR
2013 SEP 6 AM 9 19

# Purchase Order

# COUNTY OF HIDALGO

PO#: 696430

DATE: 08/08/13



VENDOR: 176729 REQ:00241491

Email:

Phone:

MIKE YOUNG BUSINESS FORMS
1916 PELICAN
MCALLEN TX 78504

Vendor Acct:

BUYER: VRODRIGUEZ
SHIP TO: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539

CONTACT: Virginia Rodriguez (956)393-6023
SITE: HIDALGO COUNTY JAIL
Contract No: OPEN MARKET

Special Instructions:

**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 A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 20 | BOOK | OM SHERIFF'S "B" CHECKS, 25 SETS/BOOK 75 CHECKS PER BOOK | 44.99 | 899.80 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | Total | | 899.80 |

**********

For Hidalgo County use only

3-1100-423-21-280-002-0-550 899.80

Approved

---

RECEIVED BY COUNTY AUDITOR
2013 SEP 6 AM 8:18

Authorized by: Maria L. Salazar

ATTN: GENY GONZALEZ @ AUDITORS OFFICE

# HIDALGO COUNTY DETENTION ADULT CENTER

INVOICE DATE: 09/05/13

P.O. NO.: **696430**

VENDOR: **MIKE YOUNG BUSINESS**

| INVOICE NO: | INVOICE DATE: | AMOUNT: |
|---|---|---|
| **21573** | **8/28/2013** | **$989.78** |

ACCOUNT NO: **3-1100-423-21-280-002-0-550**

TOTAL AMOUNT: **$989.78**

F

COMMENTS:

2013 SEP 6 AM 8 18
RECEIVED BY
COUNTY AUDITOR

2013 SEP 6 AM 8 18
COUNTY AUDITOR

INVOICE SUBMITTED ON:
9/5/2013

**AI-42766** **Purchasing Department 24. G. 1.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

**CAPTION**

Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Electrical Materials & Supplies-RFB No. 2013-278-12-18-MEG.

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 4-1100-419-40-220-001-0-671

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

**BUDGETARY IMPACT:**

Funds available as of 1/30/2014, purchases will be on an as needed basis.

## Attachments

Memo of award

tabulation sheet

Contract

Legal Approval

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 01/29/2014 11:34 AM |
| Budget & Management | Debbie Tamez | 01/29/2014 03:09 PM |
| Obdett Calzada | Obdett Calzada | 01/30/2014 03:18 PM |
| Auditor's Office | Debbie Tamez | 01/30/2014 03:28 PM |
| Obdett Calzada | Obdett Calzada | 02/05/2014 02:47 PM |
| Auditor's Office | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Elena Gomez Started On: 01/22/2014 08:13 AM

Final Approval Date: 02/07/2014

# MEMORANDUM

RECEIVED
JAN 17 2014
By

**TO:** Daniel Flores
Hidalgo County Facilities Mgt. Dept.

**FROM:** Elena Gomez, Buyer II
Hidalgo County Purchasing Department

**DATE:** January 16, 2014

**RE:** Request Recommendation for RFB 2013-278-12-18-MEG
"Electrical Materials & Supplies"

Enclosed you will find a copy of the sole Bid received meeting all specifications and requirements, Tabulation Sheet, and a Bid packet for the above mentioned project, for your review and recommendation.

Please indicate below if you **DO or DO NOT** recommend accepting the sole response. If you have any concerns or recommendations, please indicate this in the space provided below.

Return your response to the Purchasing Department via fax to (956) 292-7612 **by Friday January 24, 2014.**

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT # 1100-419-40-220-001-0-671

Recommendations/Concerns: Recommend accepting RFB.

DANIEL FLORES 220 01/16/14
Authorized Signature/ Printed Name Department Date

# TABULATION SHEET

HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

| #1 | | | |
|---|---|---|---|
| | | | CED Valmac Pharr, Tx |
| | NIGP | DESCRIPTION | Price |
| 1 | 280-41 | 12/2 w/ground romex wire | 70.00 |
| 2 | 285-19 | 10/2 w/ground romex wire | 140.00 |
| 3 | 285-19 | romex connectors straight | .23 |
| 4 | 285-19 | romex connectors angle | .40 |
| 5 | 285-19 | ½' EMT conduit | 2.12 |
| 6 | 285-19 | ¾" EMT conduit | 3.45 |
| 7 | 285-19 | 1" EMT conduit | 5.84 |
| 8 | 285-19 | 1 ¼ EMT conduit | 9.48 |
| 9 | 285-19 | 1 ½" EMT conduit | 11.63 |
| 10 | 285-19 | 2" EMT conduit | 13.84 |
| 11 | 285-19 | 3" EMT conduit | 28.25 |
| 12 | 285-26 | 4" EMT conduit | 38.07 |
| 13 | 285-26 | ½' PVC conduit | 1.87 |
| 14 | 280-41 | ¾"PVC conduit | 2.15 |
| 15 | 285-19 | 1" PVC conduit | 3.14 |
| 16 | 285-19 | 1 ¼" PVC conduit | 4.35 |
| 17 | 285-19 | 1 ½" PVC conduit | 5.02 |
| 18 | 285-19 | 2" PVC conduit | 6.34 |
| 19 | 285-19 | 3" PVC conduit | 13.12 |
| 20 | 285-19 | 3 ½" PVC conduit | 16.69 |
| 21 | 285-19 | 4" PVC conduit | 17.90 |
| 22 | 285-19 | ½" galvanize conduit | 12.18 |
| 23 | 285-26 | ¾" galv. Conduit | 12.58 |
| 24 | 285-26 | 1" galv. Conduit | 19.75 |
| 25 | 285-26 | 2" galv. Conduit | 41.65 |
| 26 | 285-26 | 1 ½" galv. Conduit | 31.70 |

# TABULATION SHEET

HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

| #2 | #1<br>PVC Connectors-straight | #2<br>EMT Connectors-water tight | #3<br>EMT straps-1 hole | #4<br>EMT Straps-2 Holes | #5<br>PVC Straps – 1 Hole | #6<br>PVC Straps –2 Holes |
|---|---|---|---|---|---|---|
| NIGP | | 285-23 | 285-23 | 285-23 | 285-23 | 285-23 |
| **Price** | | | | | | |
| ½" | .12 | .30 | .07 | n/a | .14 | n/a |
| ¾" | .20 | .44 | .08 | n/a | .21 | n/a |
| 1" | .27 | .65 | .09 | n/a | .28 | n/a |
| 1 ¼" | .36 | 1.12 | .28 | n/a | .55 | n/a |
| 1 ½" | .47 | 1.94 | .36 | n/a | .63 | n/a |
| 2" | .60 | 2.68 | 1.15 | n/a | .66 | n/a |
| 3" | 1.45 | 9.59 | n/a | n/a | 2.94 | n/a |
| 4" | 2.60 | 14.00 | n/a | n/a | | n/a |

| #2 | #7<br>EMT Coupling die cast set screw | #8<br>EMT-Connectors die cast set screw | #9<br>EMT Couplings steel cast set screw | #10<br>EMT Connectors steel cast set screw | #11<br>steel die cast<br>EMT Couplings compressing tight | #12<br>steel die cast<br>EMT Connectors compressing tight |
|---|---|---|---|---|---|---|
| NIGP | 285-23 | 285-23 | 285-23 | 285-23 | 285-23 | 285-23 |
| **Price** | | | | | | |
| ½" | n/a | n/a | .18 | .14 | .30 | .25 |
| ¾" | n/a | n/a | .26 | .22 | .44 | .35 |
| 1" | n/a | n/a | .42 | .36 | .65 | .53 |
| 1 ¼" | n/a | n/a | .83 | .74 | 1.12 | 1.06 |
| 1 ½" | n/a | n/a | 1.16 | .98 | 1.94 | 1.58 |
| 2" | n/a | n/a | 1.67 | 1.47 | 2.68 | 2.24 |
| 3" | n/a | n/a | 3.90 | 5.21 | 9.59 | 8.91 |
| 4" | n/a | n/a | 10.68 | 7.9 | 14.00 | 15.71 |

| #2 | #13<br>Aluminum LB condulets w/ covers & gasket | #14<br>Malleable Iron condulet w/cover & gasket | #15<br>Galvanized condulet w/cover & gaskets | #16<br>Greenfield flrx connectors straight | #17<br>Greenfield flrx connectors-angle | #18<br>Sealtight flex connectors straight |
|---|---|---|---|---|---|---|
| NIGP | 285-21 | 285-18 | 285-26 | 285-95 | 285-95 | 285-95 |
| **Price** | | | | | | |
| ½" | 2.70 | n/a | n/a | .46 | .82 | 1.65 |
| ¾" | 3.41 | n/a | n/a | .97 | .68 | 2.18 |
| 1" | 4.95 | n/a | n/a | 1.36 | 1.43 | 5.03 |
| 1 ¼" | 7.63 | n/a | n/a | 2.94 | 4.35 | 7.99 |
| 1 ½" | 9.29 | n/a | n/a | 3.65 | 19.67 | 11.62 |
| 2" | 17.41 | n/a | n/a | 4.41 | 10.91 | 17.78 |
| 3" | 54.72 | n/a | n/a | 16.62 | 90.60 | 91.37 |
| 4" | 90.36 | n/a | n/a | 24.00 | 69.25 | n/a |

# TABULATION SHEET

HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

| #2 | #19 | #20 | #21 |
|---|---|---|---|
| | Sealtight flex connectors angle | Sealtight conduit | Greenfield |
| NIGP | 204-13 Computer | | 285.26 |
| **Price** | | | |
| ½" | 2.93 | .55 | .47 |
| ¾" | 5.29 | .71 | .64 |
| 1" | 8.47 | 1.04 | 1.17 |
| 1 ¼" | 12.83 | 1.35 | 1.50 |
| 1 ½" | 19.05 | 2.55 | 2.46 |
| 2" | 27.00 | 2.94 | 3.01 |
| 3" | 119.56 | 6.75 | 6.34 |
| 4" | 151.63 | 10.92 | 8.17 |

# TABULATION SHEET

HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

| # 3 | | | | | |
|---|---|---|---|---|---|
| | NIGP | DESCRIPTION | | | PRICE |
| 1 | 445-49 | ¼ anchor bits-complete kits | Drill bit with plastic anchor in complete set | | n/a |
| 2 | 445-49 | 3/8 anchor bits- complete kits | | | n/a |
| 3 | 445-49 | ½" anchor bits-complete kits | | | n/a |
| 4 | 445-49 | ¾" anchor bits-complete kits | | | n/a |
| 5 | 285-95 | 20 amp toggle switches --- single two pole 120/ 277v | | | 2.40 |
| 6 | 285-95 | 20 amp duplex receptacle--- commercial grade 120 v | | | 1.37 |
| 7 | 285-95 | 15 amp toggles switches---single pole 120/ 277v | | | .39 |
| 8 | 285-95 | 15 amp duplex receptacle---commercial 120/ 277v | | | .54 |
| 9 | 285-95 | 20 amp gfi duplex receptacle--- commercial grade 120 v | | | 10.02 |
| 10 | 285-34 | MC cable 12/2, 12/3, 10/2, 10/3 w/ ground | | | |
| 11 | 285-79 | 20 amp 1 pole breakers | snap on | 120/208/277 | 5.22 |
| | | | bolt on | 120/208/277 | 16.85 |
| 12 | 285-79 | 30 amp 1 pole breakers | snap on | 120/208/277 | 5.22 |
| | | | bolt on | 120/208/277 | 20.65 |
| 13 | 285-79 | 40 amp 1 pole breakers | snap on | 120/208/277 | n/a |
| | | | bolt on | 120/208/277 | n/a |
| 14 | 285-79 | 50 amp 1 pole breakers | snap on | 120/208/277 | n/a |
| | | | bolt on | 120/208/277 | n/a |
| 15 | 285-79 | 60 amp 1 pole breakers | snap on | 120/208/277 | n/a |
| | | | bolt on | 120/208/277 | n/a |
| 16 | 285-79 | 20 amp 2 pole breakers | snap on | 208/240/480 | 10.05 |
| | | | bolt on | 208/240/480 | 39.33 |
| 17 | 285-79 | 30 amp 2 pole breakers | snap on | 208/240/480 | 10.05 |
| | | | bolt on | 208/240/480 | 39.33 |
| 18 | 285-79 | 40 amp 2 pole breakers | snap on | 208/240/480 | 10.05 |
| | | | bolt on | 208/240/480 | 39.33 |
| 19 | 285-79 | 50 amp 2 pole breakers | snap on | 208/240/480 | 10.05 |
| | | | bolt on | 208/240/480 | 46.98 |
| 20 | 285-79 | 60 amp 2 pole breakers | snap on | 208/240/480 | 10.05 |
| | | | bolt on | 208/240/480 | 39.33 |
| 21 | 285-79 | 20 amp 3 pole breakers | snap on | 208/240/480 | 83.59 |
| | | | bolt on | 208/240/480 | 130.01 |
| 22 | 285-79 | 30 amp 3 pole breakers | snap on | 208/240/480 | 83.59 |
| | | | bolt on | 208/240/480 | 130.01 |
| 23 | 285-79 | 40 amp 3 pole breakers | snap on | 208/240/480 | 83.59 |
| | | | bolt on | 208/240/480 | 130.01 |
| 24 | 285-79 | 50 amp 3 pole breakers | snap on | 208/240/480 | 83.59 |
| | | | bolt on | 208/240/480 | 158.95 |

# TABULATION SHEET

HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

| | | | | |
|---|---|---|---|---|
| **25** | 285-79 | 60 amp 3 pole breakers | snap on | 83.59 |
| | | | bolt on | 130.01 |
| **26** | 280-24 | 500 mcm thhn wire---600v | | ft 9.10 |
| **27** | 280-24 | 350 mcm thhn wire--600v | | 6.50 |
| **28** | 280-24 | 300 mcm thhn wire --600v | | 5.55 |
| **29** | 280-24 | 250 mcm thhn wire--600v | | 4.65 |
| **30** | 280-24 | #3 mcm thhn wire --600v | | .98 |
| 31 | 280-24 | #2 mcm thhn wire --600v | | 1.23 |
| **32** | 280-24 | #10 thhn wire stranded---solid 600v | | .21 |
| **33** | 280-24 | #4 thhn wire stranded and solid---600v | | .80 |
| **34** | 280-24 | #12 thhn wire stranded and solid---600v | | .67- .58 |
| **35** | 280-24 | #1 thhn wire stranded and solid---600v | | 1.63 |
| **36** | 280-24 | #8 thhn wire stranded and solid---600v | | .33 |
| **37** | 280-24 | #6 thhn wire stranded and solid---600v | | .50 |
| **38** | | 120 volt photocells---240v, 277v, photo cells | | 11.72 |
| **39** | 630-19 | Galvanize spray | | n/a |
| **40** | 285-56 | 100 watt light bulbs---metal halide high pressure sodium | | n/a |
| **41** | 260-49 | 100 watt lamps---metal halide high pressure sodium | | n/a |
| **42** | 055-48 | 2x4 lamp lens --- for light fixture replacements ( also known as diffusers) | | n/a |
| **43** | 055-48 | 2x2 lamps lens--- for light fixture replacements ( also known as diffusers) | | n/a |
| **44** | 320-10 | ¼ plastic anchor kits---duplicate of #3 section | | n/a |
| **45** | 280-75 | 8" cable ties | | 4.56 |
| **46** | 280-75 | 10" cable ties | | 7.99 |
| **47** | 280-75 | 12" cable ties | | 10.84 |
| **48** | 125-20 | Plastic rings---1/2" ¾" 1", 1 ½", 2" | | .48 |
| **49** | 285-23 | Extension rings ---metal 4"x4" | | 1.19 |
| **50** | 285-23 | Weatherproof covers 1 gang | | .85 |
| **51** | 285-23 | Weatherproof covers 2 gang | | 1.49 |
| **52** | 670-63 | 4 sq. boxes EMT, PVC & Cast Iron---1 5/8", 2 1/8", deep | | .61 |
| **53** | 285-14 | 240v 1 phase load center 30 circuit---amps center 3 | | 88.00 |
| | | 240v 3 phase load center 30 circuit | | 189.00 |
| | | 480v 1 and 3 phase | | n/a |

# TABULATION SHEET

HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

| | | | |
|---|---|---|---|
| **54** | 285-14 | 240 v or 480v 3~~0~~, 1~~0~~ 1 phase load center 42 circuit (indoor & outdoor) | 160.00 |
| **55** | 285-95 | Toggle switch plates ---plastic metal | .22 |
| **56** | 285-95 | Toggle 2 gang plates---plastic metal | .46 |
| **57** | 285-95 | Receptacle plates 1 gang---plastic metal | .23 |
| **58** | 285-95 | Receptacle plates 2 gang---plastic metal | .47 |
| **59** | 285-85 | 3 way switches--- commercial grade 120/227v | 1.47 |
| **60** | 70-100<br>285-50 | 150 Watt/175Watt/200 W/ 250W/400W/ 1000W | 25.95<br>18.92<br>n/a<br>15.10<br>15.19<br>29.36 |
| **61** | 285-95 | 4x4 Industrial Covers---Metal switch, receptacle (duplex) | .59 |
| **62** | 285-95 | 4x4 Industrial Quad outlet covers---Metal switch, receptacle | .89 |
| **63** | 285-79 | 4x4 Industrial Single Pole switch---two pole/fusible disconnects 1~~0~~,3~~0~~ (240/480v) | .88 |
| **64** | 285-79 | 4x4 Industrial 2 Pole switch--three pole/fusible disconnects 1~~0~~,3~~0~~ (240/480v) | 1.03 |
| **65** | 285-95 | 4x4 Industrial 1 Device Cover---switch , receptacle ( metal) | 1.00 |
| **66** | 285-76 | 20 AMP-twist lock outlets; 30 AMP-twist lock outlet---120v,240v,480v 2,3 pole receptacle; 2, 3 receptacle 1~~0~~,3~~0~~ | 13.26 |
| **67** | 285-19 | 20 AMP-Male Adapters (for Outlet)<br>120v plugs 120v, 240v 480v 1~~0~~,3~~0~~ | 18.66 |
| **68** | 285-19 | 20 AMP-Female Adapters<br>120v plugs 120v, 240v 480v 1~~0~~,3~~0~~ | n/a |

1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

**In Order to avoid any additional frt charges items will be ordered with the stores stock order.**

2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

**No freight Charges on all items on bid**

WARRANTY: **CED?Valmac will honor all warranties provided by the manufacture**

**REQUIREMENTS AGREEMENT**
**C-13-278-02-11**

THIS AGREEMENT (the "Agreement") is entered into as of 11th day of February, 2014 by and between CENCO Inc. dba Central Plumbing & Electric Supply Co., **a Texas Corporation Company** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Electrical Material & Supplies,"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet (the "Product" or "Products"), which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an 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 to Buyer, all of the Products that Buyer may require for use by Buyer in **"Electrical Material & Supplies"** in the areas of **HIDALGO COUNTY** projects for a period of six (6) months, from February 11, 2014 to August 10, 2014 with the option to renew for an additional six (6) months term under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the

time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

If to Seller: CENCO Corp. dba
Central Plumbing & Electric Supply Company
Attention: Gene Paul Pena, VP
625 South Airport Drive
Weslaco, Texas 78596

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 Unites States mail.

f. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **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 sixty (60) 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).

m. **Insurance.** 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 coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

**APPROVED BY COMMISSIONERS COURT ON, _____**

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By:_____

Stephen L. Crain

HIDALGO COUNTY

By:_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

Vendor:
By:_____

Printed Name:_____

Title:_____

Date:_____

# Exhibit "A"
# Request for Bid (RFB)
# Procurement Packet

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

December 02, 2013

_____

_____

_____

Re: **HIDALGO COUNTY (all funding sources)**
Request for Bids -**"Electrical Materials and Supplies"**
**Bid No: 2013-278-12-18-MEG**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

# REQUEST FOR BID (RFB) CHECKLIST

## HIDALGO COUNTY (all funding sources) "ELECTRICAL MATERIALS AND SUPPLIES" Bid No: 2013-278-12-18-MEG

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__5__ pages.**
4. **Exhibit "B" Bid Page consisting of__7__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment, consisting of __1__ of page.**
9. **Draft Requirements Agreement, consisting of __4__ pages.**

**The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.**

**Thank you.**

Martha L. Salazar

**Martha L. Salazar, CPPB**
**Purchasing Agent**

**December 02, 2013**
**Date**

# REQUEST FOR BIDS

## HIDALGO COUNTY (all funding sources) "ELECTRICAL MATERIALS AND SUPPLIES"

## BID OPENING DATE: DECEMBER 18, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY (ALL FUNDING SOURCES) Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY (ALL FUNDING SOURCES)– ELECTRICAL MATERIALS AND SUPPLIES"** 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 (ALL FUNDING SOURCES) ("County"). Strong rationale must be presented for any deviation from the specifications. HIDALGO COUNTY (ALL FUNDING SOURCES) 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: **RFB-2013-278-12-18-MEG HIDALGO COUNTY (ALL FUNDING SOURCES)–"ELECTRICAL MATERIALS AND SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, DECEMBER 18, 2013. 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 RFB-2013-278-12-18-MEG-HIDALGO COUNTY (ALL FUNDING SOURCES) –"ELECTRICAL MATERIALS AND SUPPLIES."**

   HIDALGO COUNTY reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to HIDALGO COUNTY.

3. HIDALGO COUNTY reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of HIDALGO COUNTY. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release HIDALGO COUNTY from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by HIDALGO COUNTY. Due to various styles and models of equipment, bidders are required to include illustrations, specifications,

explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the HIDALGO COUNTY Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

HIDALGO COUNTY Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY (ALL FUNDING SOURCES)–"ELECTRICAL MATERIALS & SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. SCHEDULE OF EVENTS

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **DECEMBER 18, 2013** |
| Award of Contract | _____, 2013 |
| Commence Work or Deliver Products | _____, 2013 |

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with HIDALGO COUNTY ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the HIDALGO COUNTY Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with HIDALGO COUNTY for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with HIDALGO COUNTY are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the HIDALGO COUNTY Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-HIDALGO COUNTY

Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. 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.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. 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.

24. 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.

25. 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 (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 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.

27. 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 Hidalgo 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.

28. 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.

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 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.

Bid
For
**HIDALGO COUNTY (ALL FUNDING SOURCES)**
**"ELECTRICAL MATERIALS AND SUPPLIES"**
**BID NO.: 2013-278-12-18-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County Reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

**SPECIFICATIONS:**

Hidalgo County is seeking to encompass all services related to Electrical Materials and/or Supplies on an "As Needed Basis". The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County. If items other than the model and manufacturer referenced in these specifications are offered, bidder should include descriptive literature, including specifications describing products offered as equal to or better than required.

The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**Scope of Services:**

The requirements parts contract will encompass all services project-related Electrical materials and supplies to the Hidalgo County including, but not limited to, the following:

**REQUIREMENTS:**

1. All parts will be on an "As-Needed Basis Only" There is no guaranteed annual volume.
2. Vendor will provide Original Equipment Manufacturer (OEM) parts as requested.
3. Vendor must stock the necessary parts and supplies, or be able to provide said items within 24 hours.
4. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.
5. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products.

**TERMS & CONDITIONS:**

1. Term of contract is for six (6) months period with County's option to renew contract for additional six (6) month term under the same rates and conditions.
2. 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.
3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
5. Hidalgo County reserves the right to add or delete during the term of the contract under the

same rates and conditions.

6. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County Determines it is in its best interest to do so.

8. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

9. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

**Market Volatility and Unit Price Adjustments**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective

date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO Elena.gomez@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, December 11, 2013 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY December 13, 2013 @ 5:00 P.M.

EXHIBIT "A"
HIDALGO COUNTY (all funding sources)
"ELECTRICAL MATERIALS & SUPPLIES"
BID NO.: 2013-278-12-18-MEG

Electrical Materials and Supplies including, but not limited to, the following:

| #1 | | | |
|---|---|---|---|
| 1 | 12/2 w/ground romex wire | 14 | 10/2 w/ground romex wire |
| 2 | romex connectors straight | 15 | romex connectors angle |
| 3 | ½' EMT conduit | 16 | ¾" EMT conduit |
| 4 | 1" EMT conduit | 17 | 1 ¼ EMT conduit |
| 5 | 1 ½" EMT conduit | 18 | 2" EMT conduit |
| 6 | 3" EMT conduit | 19 | 4" EMT conduit |
| 7 | ½' PVC conduit | 20 | ¾" PVC conduit |
| 8 | 1" PVC conduit | 21 | 1 ¼" PVC conduit |
| 9 | 1 ½" PVC conduit | 22 | 2" PVC conduit |
| 10 | 3" PVC conduit | 23 | 3 ½" PVC conduit |
| 11 | 4" PVC conduit | 24 | ½" galvanize conduit |
| 12 | ¾" galv. Conduit | 25 | 1" galv. Conduit |
| 13 | 2" galv. Conduit | 26 | 1 ½" galv. Conduit |

| #2 | | |
|---|---|---|
| 1 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | EMT connectors straight |
| 2 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | EMT connectors Angle |
| 3 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | EMT straps 1 hole |
| 4 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | EMT straps 2 holes |
| 5 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | PVC straps 1 hole |
| 6 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | PVC straps 2 holes |
| 7 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | EMT couplings die cast set screw |
| 8 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | EMT connectors die cast set screw |
| 9 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | EMT couplings steel cast set screw |
| 10 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | EMT connectors steel cast set screw |
| 11 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | EMT couplings compressing tight |
| 12 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | EMT connectors compressing tight |
| 13 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | Aluminum LB conduit with cover & gasket |
| 14 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | Malleable iron conduits with cover & gasket |
| 15 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | Galvanize conduits with cover & gasket |
| 16 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | Greenfield flrx connectors-straight |
| 17 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | Greenfield flrx connectors-angle |
| 18 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | Sealtight flex connectors-straight |
| 19 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | Sealtight flex connectors-angle |
| 20 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | Sealtight |
| 21 | ½', ¾", 1", 1 ¼", 1 ½", 2", 3", 4" | Greenfield |

EXHIBIT "A"
HIDALGO COUNTY (all funding sources)
"ELECTRICAL MATERIALS & SUPPLIES"
BID NO.: 2013-278-12-18-MEG

| #3 | | | |
|---|---|---|---|
| | DESCRIPTION | | |
| 1 | ¼ anchor bits-complete kits | 35 | #1 thhn wire stranded and solid |
| 2 | 3/8 anchor bits- complete kits | 36 | #8 thhn wire stranded and solid |
| 3 | ½" anchor bits-complete kits | 37 | #6 thhn wire stranded and solid |
| 4 | ¾" anchor bits-complete kits | 38 | 120 volt photocells |
| 5 | 20 amp toggle switches | 39 | Galvanize spray |
| 6 | 20 amp duplex receptacle | 40 | 100 watt light bulbs |
| 7 | 15 amp toggles switches | 41 | 100 watt lamps |
| 8 | 15 amp duplex receptacle | 42 | 2x4 lamp lens |
| 9 | 20 amp gfi duplex receptacle | 43 | 2x2 lamps lens |
| 10 | MC cable 12/2, 12/3, 10/2, 10/3 with ground | 44 | ¼ plastic anchor kits |
| 11 | 20 amp 1 pole breakers snap on & bolt on | 45 | 8" cable ties |
| 12 | 30 amp 1 pole breakers snap on & bolt on | 46 | 10" cable ties |
| 13 | 40 amp 1 pole breakers snap on & bolt on | 47 | 12" cable ties |
| 14 | 50 amp 1 pole breakers snap on & bolt on | 48 | Plastic rings |
| 15 | 60 amp 1 pole breakers snap on & bolt on | 49 | Extension rings |
| 16 | 20 amp 2 pole breakers snap on & bolt on | 50 | Weatherproof covers 1 gang |
| 17 | 30 amp 2 pole breakers snap on & bolt on | 51 | Weatherproof covers 2 gang |
| 18 | 40 amp 2 pole breakers snap on & bolt on | 52 | 4 sq. boxes EMT, PVC & Cast Iron |
| 19 | 50 amp 2 pole breakers snap on & bolt on | 53 | 240v 1 phase load center 30 circuit |
| 20 | 60 amp 2 pole breakers snap on & bolt on | 54 | 120v 1 phase load center 42 circuit |
| 21 | 20 amp 3 pole breakers snap on & bolt on | 55 | Toggle switch plates |
| 22 | 30 amp 3 pole breakers snap on & bolt on | 56 | Toggle 2 gang plates |
| 23 | 40 amp 3 pole breakers snap on & bolt on | 57 | Receptacle plates 1 gang |
| 24 | 50 amp 3 pole breakers snap on & bolt on | 58 | Receptacle plates 2 gang |
| 25 | 60 amp 3 pole breakers snap on & bolt on | 59 | Lo Amp 3 way switches |
| 26 | 500 mcm thhn wire | 60 | 150 Watt/175Watt/150 Watt High Base Bulbs |
| 27 | 350 mcm thhn wire | 61 | 4x4 Industrial Covers |
| 28 | 300 mcm thhn wire | 62 | 4x4 Industrial Quad outlet covers |
| 29 | 250 mcm thhn wire | 63 | 4x4 Industrial Single Pole switch |
| 30 | #3 mcm thhn wire | 64 | 4x4 Industrial 2 Pole switch |
| 31 | #2 mcm thhn wire | 65 | 4x4 Industrial 1 Device Cover |
| 32 | #10 thhn wire stranded | 66 | 20 AMP-twist lock outlets; 30 AMP-twist lock outlet |
| 33 | #4 thhn wire stranded and solid | 67 | 20 AMP-Male Adapters (for Outlet) |
| 34 | #12 thhn wire stranded and solid | 68 | 20 AMP-Female Adapters |

EXHIBIT "B"
HIDALGO COUNTY (all funding sources)
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

| #1 | | | |
|---|---|---|---|
| | NIGP | DESCRIPTION | Price |
| 1 | 280-41 | 12/2 w/ground romex wire | |
| 2 | 285-19 | 10/2 w/ground romex wire | |
| 3 | 285-19 | romex connectors straight | |
| 4 | 285-19 | romex connectors angle | |
| 5 | 285-19 | ½' EMT conduit | |
| 6 | 285-19 | ¾" EMT conduit | |
| 7 | 285-19 | 1" EMT conduit | |
| 8 | 285-19 | 1 ¼ EMT conduit | |
| 9 | 285-19 | 1 ½" EMT conduit | |
| 10 | 285-19 | 2" EMT conduit | |
| 11 | 285-19 | 3" EMT conduit | |
| 12 | 285-26 | 4" EMT conduit | |
| 13 | 285-26 | ½' PVC conduit | |
| 14 | 280-41 | ¾"PVC conduit | |
| 15 | 285-19 | 1" PVC conduit | |
| 16 | 285-19 | 1 ¼" PVC conduit | |
| 17 | 285-19 | 1 ½" PVC conduit | |
| 18 | 285-19 | 2" PVC conduit | |
| 19 | 285-19 | 3" PVC conduit | |
| 20 | 285-19 | 3 ½" PVC conduit | |
| 21 | 285-19 | 4" PVC conduit | |
| 22 | 285-19 | ½" galvanize conduit | |
| 23 | 285-26 | ¾" galv. Conduit | |
| 24 | 285-26 | 1" galv. Conduit | |
| 25 | 285-26 | 2" galv. Conduit | |
| 26 | 285-26 | 1 ½" galv. Conduit | |

EXHIBIT "B"
HIDALGO COUNTY (all funding sources)
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

| #2 | #1 EMT Connectors-straight | #2 EMT Connectors-angle | #3 EMT straps-1 hole | #4 EMT Straps-2 Holes | #5 PVC Straps – 1 Hole | #6 PVC Straps –2 Holes |
|---|---|---|---|---|---|---|
| NIGP | 285-23 | 285-23 | 285-23 | 285-23 | 285-23 | 285-23 |
| **Price** | | | | | | |
| ½" | | | | | | |
| ¾" | | | | | | |
| 1" | | | | | | |
| 1 ¼" | | | | | | |
| 1 ½" | | | | | | |
| 2" | | | | | | |
| 3" | | | | | | |
| 4" | | | | | | |

| #2 | #7 EMT Coupling die cast set screw | #8 EMT-Connectors die cast set screw | #9 EMT Couplings steel cast set screw | #10 EMT Connectors steel cast set screw | #11 EMT Couplings compressing tight | #12 EMT Connectors compressing tight |
|---|---|---|---|---|---|---|
| NIGP | 285-23 | 285-23 | 285-23 | 285-23 | 285-23 | 285-23 |
| **Price** | | | | | | |
| ½" | | | | | | |
| ¾" | | | | | | |
| 1" | | | | | | |
| 1 ¼" | | | | | | |
| 1 ½" | | | | | | |
| 2" | | | | | | |
| 3" | | | | | | |
| 4" | | | | | | |

| #2 | #13 Aluminum LB condulets w/ covers & gasket | #14 Malleable Iron condulet w/cover & gasket | #15 Galvanized condulet w/cover & gaskets | #16 Greenfield flrx connectors straight | #17 Greenfield flrx connectors-angle | #18 Sealtight flex connectors straight |
|---|---|---|---|---|---|---|
| NIGP | 285-21 | 285-18 | 285-26 | 285-95 | 285-95 | 285-95 |
| **Price** | | | | | | |
| ½" | | | | | | |
| ¾" | | | | | | |
| 1" | | | | | | |
| 1 ¼" | | | | | | |
| 1 ½" | | | | | | |
| 2" | | | | | | |
| 3" | | | | | | |
| 4" | | | | | | |

| #2 | #19 | #20 | #21 |
|---|---|---|---|
| | Sealtight flex connectors angle | Sealtight | Greenfield |
| NIGP | 204-13 Computer | | 285.26 |
| **Price** | | | |
| ½" | | | |
| ¾" | | | |
| 1" | | | |
| 1 ¼" | | | |
| 1 ½" | | | |
| 2" | | | |
| 3" | | | |
| 4" | | | |

EXHIBIT "B"
HIDALGO COUNTY (all funding sources)
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

| # 3 | | | | |
|---|---|---|---|---|
| | NIGP | DESCRIPTION | | PRICE |
| 1 | 445-49 | ¼ anchor bits-complete kits | | |
| 2 | 445-49 | 3/8 anchor bits- complete kits | | |
| 3 | 445-49 | ½" anchor bits-complete kits | | |
| 4 | 445-49 | ¾" anchor bits-complete kits | | |
| 5 | 285-95 | 20 amp toggle switches | | |
| 6 | 285-95 | 20 amp duplex receptacle | | |
| 7 | 285-95 | 15 amp toggles switches | | |
| 8 | 285-95 | 15 amp duplex receptacle | | |
| 9 | 285-95 | 20 amp gfi duplex receptacle | | |
| 10 | 285-34 | MC cable 12/2, 12/3, 10/2, 10/3 w/ ground | | |
| 11 | 285-79 | 20 amp 1 pole breakers | snap on | |
| | | | bolt on | |
| 12 | 285-79 | 30 amp 1 pole breakers | snap on | |
| | | | bolt on | |
| 13 | 285-79 | 40 amp 1 pole breakers | snap on | |
| | | | bolt on | |
| 14 | 285-79 | 50 amp 1 pole breakers | snap on | |
| | | | bolt on | |
| 15 | 285-79 | 60 amp 1 pole breakers | snap on | |
| | | | bolt on | |
| 16 | 285-79 | 20 amp 2 pole breakers | snap on | |
| | | | bolt on | |
| 17 | 285-79 | 30 amp 2 pole breakers | snap on | |
| | | | bolt on | |
| 18 | 285-79 | 40 amp 2 pole breakers | snap on | |
| | | | bolt on | |
| 19 | 285-79 | 50 amp 2 pole breakers | snap on | |
| | | | bolt on | |
| 20 | 285-79 | 60 amp 2 pole breakers | snap on | |
| | | | bolt on | |
| 21 | 285-79 | 20 amp 3 pole breakers | snap on | |
| | | | bolt on | |
| 22 | 285-79 | 30 amp 3 pole breakers | snap on | |
| | | | bolt on | |
| 23 | 285-79 | 40 amp 3 pole breakers | snap on | |
| | | | bolt on | |
| | | 50 amp 3 pole breakers | snap on | |

| | | | | |
|---|---|---|---|---|
| 24 | 285-79 | | bolt on | |
| 25 | 285-79 | 60 amp 3 pole breakers | snap on | |
| | | | bolt on | |
| 26 | 280-24 | 500 mcm thhn wire | | |
| 27 | 280-24 | 350 mcm thhn wire | | |
| 28 | 280-24 | 300 mcm thhn wire | | |
| 29 | 280-24 | 250 mcm thhn wire | | |
| 30 | 280-24 | #3 mcm thhn wire | | |
| 31 | 280-24 | #2 mcm thhn wire | | |
| 32 | 280-24 | #10 thhn wire stranded | | |
| 33 | 280-24 | #4 thhn wire stranded and solid | | |
| 34 | 280-24 | #12 thhn wire stranded and solid | | |
| 35 | 280-24 | #1 thhn wire stranded and solid | | |
| 36 | 280-24 | #8 thhn wire stranded and solid | | |
| 37 | 280-24 | #6 thhn wire stranded and solid | | |
| 38 | | 120 volt photocells | | |
| 39 | 630-19 | Galvanize spray | | |
| 40 | 285-56 | 100 watt light bulbs | | |
| 41 | 260-49 | 100 watt lamps | | |
| 42 | 055-48 | 2x4 lamp lens | | |
| 43 | 055-48 | 2x2 lamps lens | | |
| 44 | 320-10 | ¼ plastic anchor kits | | |
| 45 | 280-75 | 8" cable ties | | |
| 46 | 280-75 | 10" cable ties | | |
| 47 | 280-75 | 12" cable ties | | |
| 48 | 125-20 | Plastic rings | | |
| 49 | 285-23 | Extension rings | | |
| 50 | 285-23 | Weatherproof covers 1 gang | | |
| 51 | 285-23 | Weatherproof covers 2 gang | | |
| 52 | 670-63 | 4 sq. boxes EMT, PVC & Cast Iron | | |
| 53 | 285-14 | 240v 1 phase load center 30 circuit | | |

| | | | |
|---|---|---|---|
| 54 | 285-14 | 120v 1 phase load center 42 circuit | |
| 55 | 285-95 | Toggle switch plates | |
| 56 | 285-95 | Toggle 2 gang plates | |
| 57 | 285-95 | Receptacle plates 1 gang | |
| 58 | 285-95 | Receptacle plates 2 gang | |
| 59 | 285-85 | Lo Amp 3 way switches | |
| 60 | 285-50 | 150 Watt/175Watt/150 Watt High Base Bulbs | |
| 61 | 285-95 | 4x4 Industrial Covers | |
| 62 | 285-95 | 4x4 Industrial Quad outlet covers | |
| 63 | 285-79 | 4x4 Industrial Single Pole switch | |
| 64 | 285-79 | 4x4 Industrial 2 Pole switch | |
| 65 | 285-95 | 4x4 Industrial 1 Device Cover | |
| 66 | 285-76 | 20 AMP-twist lock outlets; 30 AMP-twist lock outlet | |
| 67 | 285-19 | 20 AMP-Male Adapters (for Outlet) | |
| 68 | 285-19 | 20 AMP-Female Adapters | |

1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

WARRANTY:

EXHIBIT "B"
HIDALGO COUNTY (all funding sources)
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

BIDDER/COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

PHONE NO/FAX NO:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

TITLE:

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

# ACORD — CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|---|
| | **INSURERS AFFORDING COVERAGE** |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

## COVERAGES

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

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐☐ CLAIMS MADE OCCUR<br>☐ OWNER'S & CONT PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | ODUCTS – COMP/OP AGG | $ |
| | | | | | | |
| B | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | GARAGE LIABILITY<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | EXCESS LIABILITY<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYER'S LIABILITY | | | | WC STATU- ☐ OTHER TORY LIMITS | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| Hidalgo County<br>Attn: Purchasing Department<br>2812 S Highway Bus. 281<br>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.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
## Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

| | |
|---|---|
| Company Name: | Telephone No. ( ) |
| dba Name: | |
| Legal Name: | |
| Mailing Address: | Fax No. ( ) |
| Physical Address: | |
| City, State, Zip | Tax I.D. No. |
| Remit to Address : | City, State, Zip |
| E-Mail Address: | |
| Representative(s) Name(s) & Title(s) | |

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

| Small Business: | Disadvantaged Business (At Least 51% Ownership) | |
|---|---|---|
| ☐ Less than 125,000 annual gross receipt | ☐ Black American | ☐ Native American |
| ☐ Less than 250,000 annual gross receipt | ☐ Hispanic American | ☐ Women |
| ☐ Less than 499,000 annual gross receipt | ☐ Asian Pacific American | ☐ Other |
| ☐ More than 500,000 annual gross receipt | | |

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source? ☐Yes ☐ No

If yes, by whom? ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources? _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

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 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
___ ___ - ___ ___ ___ ___ ___ ___ ___

## 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 ▶ Date ▶

## 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 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 recipient 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 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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 4 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 regarding partnerships* on page 1.

## 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" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**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" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

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 chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.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.** Writing "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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments 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 single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. 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 |

[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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal 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 regarding partnerships* on page 1.

**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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# Certification
# Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# Exhibit "B"

# Bid Page

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

OPENED JAN 15 2014 9:40am Witnessed

| #1 | | | |
|---|---|---|---|
| | NIGP | DESCRIPTION | Price |
| 1 | 280-41 | 12/2 w/ground romex wire | RL 250 FT $66.25 |
| 2 | 285-19 | 10/2 w/ground romex wire | RL 250 FT $134.80 |
| 3 | 285-19 | romex connectors straight | .17¢ |
| 4 | 285-19 | romex connectors angle | .57¢ |
| 5 | 285-19 | ½" EMT conduit | $2.46 |
| 6 | 285-19 | ¾" EMT conduit | $4.02 |
| 7 | 285-19 | 1" EMT conduit | $7.06 |
| 8 | 285-19 | 1 ¼ EMT conduit | $2.73 |
| 9 | 285-19 | 1 ½" EMT conduit | $14.05 |
| 10 | 285-19 | 2" EMT conduit | $16.72 |
| 11 | 285-19 | 3" EMT conduit | $34.14 |
| 12 | 285-26 | 4" EMT conduit | $46.02 |
| 13 | 285-26 | ½" PVC conduit | $1.71 |
| 14 | 280-41 | ¾"PVC conduit | $2.08 |
| 15 | 285-19 | 1" PVC conduit, | $3.02 |
| 16 | 285-19 | 1 ¼" PVC conduit | $4.35 |
| 17 | 285-19 | 1 ½" PVC conduit | $5.02 |
| 18 | 285-19 | 2" PVC conduit | $6.36 |
| 19 | 285-19 | 3" PVC conduit | $13.14 |
| 20 | 285-19 | 3 ½" PVC conduit | $16.70 |
| 21 | 285-19 | 4" PVC conduit | $18.16 |
| 22 | 285-19 | ½" galvanize conduit | $14.30 |
| 23 | 285-26 | ¾" galv. Conduit | $14.54 |
| 24 | 285-26 | 1" galv. Conduit | $21.86 |
| 25 | 285-26 | 2" galv. Conduit | $43.32 |
| 26 | 285-26 | 1 ½" galv. Conduit | $35.09 |

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

OPENED
JAN 15 2014
9:40am
Witnessed

| #2 | #1 PVC Connectors-straight | #2 EMT Connectors-water tight | #3 EMT straps-1 hole | #4 EMT Straps-2 Holes | #5 PVC Straps – 1 Hole | #6 PVC Straps –2 Holes |
|---|---|---|---|---|---|---|
| NIGP | | 285-23 | 285-23 | 285-23 | 285-23 | 285-23 |
| | | | Price | | | |
| ½" | .12¢ | .26¢ | .06¢ | .06¢ | X | .18¢ |
| ¾" | .19¢ | .47¢ | .09¢ | .09¢ | X | .22¢ |
| 1" | .25¢ | .78¢ | .16¢ | .15¢ | X | .39¢ |
| 1 ¼" | .34¢ | $1.30 | .24¢ | .20¢ | X | .39¢ |
| 1 ½" | .39¢ | $1.68 | .41¢ | .26¢ | X | .40¢ |
| 2" | .56¢ | $2.68 | .52¢ | .46¢ | X | .49¢ |
| 3" | $1.36 | $6.95 | $1.91 | .76 | X | X |
| 4" | $2.43 | $10.71 | $3.23 | $1.04 | X | X |

| #2 | #7 EMT Coupling die cast set screw | #8 EMT-Connectors die cast set screw | #9 EMT Couplings steel cast set screw | #10 EMT Connectors steel cast set screw | #11 steel die cast EMT Couplings compressing tight | #12 EMT Connectors compressing tight |
|---|---|---|---|---|---|---|
| NIGP | 285-23 | 285-23 | 285-23 | 285-23 | 285-23 | 285-23 |
| | | | Price | | | |
| ½" | .18¢ | .16¢ | .20¢ | .20¢ | .42¢ | .26¢ |
| ¾" | .28¢ | .27¢ | .31¢ | .33¢ | .54¢ | .47¢ |
| 1" | .47¢ | .51¢ | .47¢ | .51¢ | .89¢ | .78¢ |
| 1 ¼" | .93¢ | .93¢ | .94¢ | .91¢ | $1.56 | $1.30 |
| 1 ½" | $1.20 | $1.20 | $1.42 | $1.21 | $1.68 | $2.31 |
| 2" | $1.70 | $1.68 | $1.82 | $2.06 | $3.00 | $2.68 |
| 3" | $3.65 | $4.46 | $12.08 | X | $8.48 | $6.95 |
| 4" | $4.91 | $6.69 | X | $16.45 | $13.39 | $10.71 |

| #2 | #13 Aluminum LB condulets w/ covers & gasket | #14 Malleable Iron condulet w/cover & gasket | #15 Galvanized condulet w/cover & gaskets | #16 Greenfield flrx connectors straight | #17 Greenfield flrx connectors-angle | #18 Sealtight flex connectors straight |
|---|---|---|---|---|---|---|
| NIGP | 285-21 | 285-18 | 285-26 | 285-95 | 285-95 | 285-95 |
| | | | Price | | | |
| ½" | $4.17 | $4.17 | $4.17 | .42¢ | .70¢ | $1.51 |
| ¾" | $5.27 | $5.27 | $5.27 | .97¢ | .85¢ | $2.64 |
| 1" | $7.72 | $7.72 | $7.72 | $1.94 | $1.59 | $4.09 |
| 1 ¼" | $11.84 | $11.84 | $11.84 | $3.73 | $2.44 | $6.49 |
| 1 ½" | $15.26 | $15.26 | $15.26 | $5.04 | $3.22 | $9.43 |
| 2" | $24.16 | $24.16 | $24.16 | $6.68 | $5.36 | $14.54 |

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

OPENED
JAN 15 2014
9:40am
witnessed

| | | | | | | |
|---|---|---|---|---|---|---|
| 3" | $61.39 | $61.39 | $61.39 | X | X | X |
| 4" | $107.33 | $107.33 | $107.33 | X | X | X |

| #2 | #19 Sealtight flex connectors angle | #20 Sealtight conduit | #21 Greenfield |
|---|---|---|---|
| NIGP | 204-13 Computer | | 285-26 |
| Price | | | |
| ½" | $2.58 | $39.63 RL | .54¢ |
| ¾" | $3.99 | $49.13 RL | .69¢ |
| 1" | $7.74 | $48.69 RL | $1.08 |
| 1 ¼" | $12.19 | $63.13 RL | $1.35 |
| 1 ½" | $17.58 | $54.60 | $2.93 |
| 2" | $24.61 | $66.78 | $3.23 |
| 3" | X | X | X |
| 4" | X | X | X |

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

OPENED JAN 15 2014 9:40am Witnessed

| # 3 | | | | | |
|---|---|---|---|---|---|
| | NIGP | DESCRIPTION | | | PRICE |
| 1 | 445-49 | ¼ anchor bits-complete kits | Drill bit with plastic anchor in complete set | | $5.11 |
| 2 | 445-49 | 3/8 anchor bits-complete kits | | | $5.11 |
| 3 | 445-49 | ½" anchor bits-complete kits | | | $5.15 |
| 4 | 445-49 | ¾" anchor bits-complete kits | | | $5.15 |
| 5 | 285-95 | 20 amp toggle switches – single two pole 120/277v | | | $1.47 |
| 6 | 285-95 | 20 amp duplex receptacle – commercial grade 120v | | | .99¢ |
| 7 | 285-95 | 15 amp toggles switches – single pole 120/277v | | | $1.47 |
| 8 | 285-95 | 15 amp duplex receptacle – commercial 120/277v | | | .99¢ |
| 9 | 285-95 | 20 amp ph duplex receptacle – commercial grade 120v | | | $9.61 |
| 10 | 285-34 | MC cable 12/2, 12/3, 10/2, 10/3 w/ ground | | | 12/2 $98.75 / 12/3 166.00 / 10/2 $214.70 / X 10/3 |
| 11 | 285-79 | 20 amp 1 pole breakers | snap on | 120/208/277 | $2.92 |
| | | | bolt on | 120/208/277 | $11.91 |
| 12 | 285-79 | 30 amp 1 pole breakers | snap on | 120/208/277 | $2.92 |
| | | | bolt on | 120/208/277 | $11.91 |
| 13 | 285-79 | 40 amp 1 pole breakers | snap on | 120/208/277 | $6.62 |
| | | | bolt on | 120/208/277 | $36.10 |
| 14 | 285-79 | 50 amp 1 pole breakers | snap on | 120/208/277 | $11.86 |
| | | | bolt on | 120/208/277 | $36.10 |
| 15 | 285-79 | 60 amp 1 pole breakers | snap on | 120/208/277 | $11.86 |
| | | | bolt on | 120/208/277 | $36.10 |
| 16 | 285-79 | 20 amp 2 pole breakers | snap on | 208/240/480 | $7.35 |
| | | | bolt on | 208/240/480 | $127.69 |
| 17 | 285-79 | 30 amp 2 pole breakers | snap on | 208/240/480 | $7.36 |
| | | | bolt on | 208/240/480 | $127.69 |
| 18 | 285-79 | 40 amp 2 pole breakers | snap on | 208/240/480 | $7.36 |
| | | | bolt on | 208/240/480 | $127.69 |
| 19 | 285-79 | 50 amp 2 pole breakers | snap on | 208/240/480 | $7.36 |
| | | | bolt on | 208/240/480 | $127.69 |
| 20 | 285-79 | 60 amp 2 pole breakers | snap on | 208/240/480 | $7.36 |
| | | | bolt on | 208/240/480 | $127.69 |
| 21 | 285-79 | 20 amp 3 pole breakers | snap on | 208/240/480 | $38.25 |
| | | | bolt on | 208/240/480 | $211.50 |
| 22 | 285-79 | 30 amp 3 pole breakers | snap on | 208/240/480 | $38.25 |
| | | | bolt on | 208/240/480 | $211.50 |
| | | 40 amp 3 pole breakers | snap on | 208/240/480 | $38.25 |

EXHIBIT "B"
Addendum II
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

RECEIVED
JAN 15 2014
Witnessed

| | | | | | |
|---|---|---|---|---|---|
| 23 | 285-79 | | bolt on | 208/240/480 | $211.50 |
| 24 | 285-79 | 50 amp 3 pole breakers | snap on | 208/240/480 | $38.25 |
| | | | bolt on | 208/240/480 | $211.50 |
| 25 | 285-79 | 60 amp 3 pole breakers | snap on | | $38.25 |
| | | | bolt on | | $211.50 |
| 26 | 280-24 | 500 mcm thhn wire – 600v | | | $9.88 FT |
| 27 | 280-24 | 350 mcm thhn wire – 600v | | | $6.83 FT |
| 28 | 280-24 | 300 mcm thhn wire – 600v | | | $5.52 FT |
| 29 | 280-24 | 250 mcm thhn wire – 600v | | | $4.58 FT |
| 30 | 280-24 | #3 mcm thhn wire – 600v | | | $1.06 FT |
| 31 | 280-24 | #2 mcm thhn wire – 600v | | | $1.20 FT |
| 32 | 280-24 | #10 thhn wire stranded – solid 600v | | | $100.65RL |
| 33 | 280-24 | #4 thhn wire stranded and solid – 600v | | | .80¢/.85¢ |
| 34 | 280-24 | #12 thhn wire stranded and solid – 600v | | | $60.00RL/$51.75 RL |
| 35 | 280-24 | #1 thhn wire stranded and solid – 600v | | | $1.54 |
| 36 | 280-24 | #8 thhn wire stranded and solid – 600v | | | .33¢/.31¢ |
| 37 | 280-24 | #6 thhn wire stranded and solid – 600v | | | .49¢/.31¢ |
| 38 | | 120 volt photocells – 240v 277v, photo cells | | | $24.79 |
| 39 | 630-19 | Galvanize spray | | | X |
| 40 | 285-56 | 100 watt light bulbs – metal halide high pressure sodium | | | $25.95/$14.39 |
| 41 | 260-49 | 100 watt lamps – metal halide high pressure sodium | | | $25.95/$14.39 |
| 42 | 055-48 | 2x4 lamp lens – for light fixture replacements (also known as diffusers) | | | $10.92 |
| 43 | 055-48 | 2x2 lamps lens – for light fixture replacements (also known as diffusers) | | | $10.92 |
| 44 | 320-10 | ¼ plastic anchor kits – duplicate of #3 section | | | $5.15 |
| 45 | 280-75 | 8" cable ties | | | $17.94 |
| 46 | 280-75 | 10" cable ties | | | $17.94 |
| 47 | 280-75 | 12" cable ties | | | $21.11 |
| 48 | 125-20 | Plastic rings – 1/2" ¾" 1", 1 ½" 2" | | | X |
| 49 | 285-23 | Extension rings – metal 4" x4" | | | $1.14 |
| 50 | 285-23 | Weatherproof covers 1 gang | | | .75¢ |
| | | Weatherproof covers 2 gang | | | $3.22 |

# EXHIBIT "B"
## Addendum I
## HIDALGO COUNTY
## "ELECTRICAL MATERIALS & SUPPLIES"
## RFB NO.: 2013-278-12-18-MEG

JAN 15 2014 9:40am Witnessed

| | | | |
|---|---|---|---|
| 51 | 285-23 | | |
| 52 | 670-63 | 4 sq. boxes EMT, PVC & Cast Iron—1 5/8" 2 1/8" deep | $1.05/$11.44 |
| 53 | 285-14 | 240v 1 phase load center 30 circuit—amps center 3 | $93.99 |
| | | 240v 3 phase load center 30 circuit | $185.89 |
| | | 480v 1 and 3 phase | X |
| 54 | 285-14 | 240v or 480v 30-10 1 phase load center 42 circuit (indoor & outdoor) | $355.49 |
| | | | $548.27 |
| | | | X |
| 55 | 285-95 | Toggle switch plates—plastic/metal | .19¢/.94¢ |
| 56 | 285-95 | Toggle 2 gang plates—plastic/metal | .38¢/$1.88 |
| 57 | 285-95 | Receptacle plates 1 gang—plastic/metal | .19¢/.94¢ |
| 58 | 285-95 | Receptacle plates 2 gang—plastic/metal | .39¢/$2.07 |
| 59 | 285-35 | 3 way switches—commercial grade 120/227v | $2.21 |
| 60 | 70-100<br>285-50 | 150 Watt/175Watt/200 W/250W/400W/1000W | $26.01 |
| | | | $16.20 |
| | | | X |
| | | | $15.58 |
| | | | $15.69 |
| | | | $30.68 |
| 61 | 285-95 | 4x4 Industrial Covers—Metal switch, receptacle (duplex) | $1.10/$1.05 |
| 62 | 285-95 | 4x4 Industrial Quad outlet covers—Metal switch, receptacle | $1.17/$1.23 |
| 63 | 285-79 | 4x4 Industrial Single Pole switch—two pole/fusible disconnects 10-30 (240/480v) | $81.94 |
| 64 | 285-79 | 4x4 Industrial 2 Pole switch—three pole/fusible disconnects 10-30 (240/480v) | $103.03 |
| 65 | 285-95 | 4x4 Industrial 1 Device Cover—switch, receptacle (metal) | $1.05/$1.17 |
| 66 | 285-76 | 20 AMP-twist lock outlets; 30 AMP-twist lock outlet—120v,240v,480v, 2/3 pole receptacle, 2/3 receptacle, 10-30 | $19.71/$13.51 |
| 67 | 285-19 | 20 AMP-Male Adapters (for Outlet) 120v plugs 120v,240v,480v,10-30 | $11.51 |
| 68 | 285-19 | 20 AMP-Female Adapters 120v plugs 120v,240v,480v,10-30 | $6.57 |

EXHIBIT "B"
Addendum 1
HIDALGO COUNTY
"ELECTRICAL MATERIALS & SUPPLIES"
RFB NO.: 2013-278-12-18-MEG

OPENED
JAN 1[illegible] 2014
2:40pm
Witnessed

1.) Delivery of parts & supplies is to be F.O.B. destination (Hidalgo County). Please provide an explanation of the delivery procedures involved for those items which cannot be provided within the 24-hour requirement.

STOCK ITEMS ARE PROVIDED WITIN 24HRS OF RECEIPT OF P.O. SPECIAL ORDER ITEMS SUBJECT TO MANUFACTURERS' PROCESSING AND SHIPPING TIME.

2.) Describe the shipping procedure during an Emergency Situation where the item(s) must be Rush-shipped to ensure arrival within 24-hour requirement and the shipping costs that would apply.

WITH VERBAL P.O. STOCK ITEMS CAN BE DELIVERED "SAME DAY".

WARRANTY:

VARIES AS PER MANUFACTURE

BIDDER/COMPANY NAME: CENTRAL PLUMBING & ELECTRIC SUPPLY CO.

ADDRESS: 625 S. AIRPORT DRIVE

CITY/STATE/ZIP: WESLACO, TX 78596

PHONE NO/FAX NO: (P) 956-968-8525 (F) 956-968-7903

E-MAIL ADDRESS: accounting@plumbingandelectric.com

AUTHORIZED SIGNATURE: Gene Paul Reno

TITLE: VICE PRESIDENT

# Exhibit "C"

# Certificate of Insurance

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2013

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: Consuelo Cavazos, CISR |
|---|---|
| McAfee Insurance Agency<br>P. O. Box 625<br>321 Second Street<br>Mercedes TX 78570 | PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733<br>E-MAIL ADDRESS: consuelo@mcafeeagency.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Southern Insurance Company | |
| INSURER B : Texas Mutual Ins. Co. | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
CENCO, Inc.,
DBA Central Plumbing and Electric Supply Co
625 S Airport Dr
Weslaco TX 78596

**COVERAGES** **CERTIFICATE NUMBER:** 13-14 ALL **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<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC | | | CMP550461304 | 10/1/2013 | 10/1/2014 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS [X] NON-OWNED AUTOS | | | BAP550461404 | 10/1/2013 | 10/1/2014 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP-Basic | $ 1,000,000<br>$<br>$<br>$<br>$ 2,500 |
| A | [X] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 10,000 | | | CMP550461304 | 10/1/2013 | 10/1/2014 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | TSF0001241631 | 8/9/2013 | 8/9/2014 | WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

HIDALGO COUNTY

**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

Robert R Garza/DL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# Additional Named Insureds

| Other Named Insureds | |
|---|---|
| Central Plumbing and Electric Supply Co. | Doing Business As |


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# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | EPLI | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 100,000 | 100,000 | | 2,500 | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Uninsured motorist combined single limit | UMCSL | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| 500,000 | | | 250 | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Experience Mod Factor 1 | EXP01 | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

OFADTLCV

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# RE: C-13-278-02-11-Electrical Material & Supplies

**From :** Steve Crain <scrain@atlashall.com> Wed, Feb 05, 2014 11:40 AM
**Subject :** RE: C-13-278-02-11-Electrical Material & Supplies
**To :** 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The revised agreement is OK.

---

**From:** Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
**Sent:** Wednesday, February 05, 2014 11:16 AM
**To:** Steve Crain
**Subject:** C-13-278-02-11-Electrical Material & Supplies

Mr. Crain:

Can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

**AI-43093** **Closed Session 26. C.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

## Information

CAPTION

Cause No. D-1-GV-14-000052; Greg Abbott, Attorney General of Texas v. Hidalgo County, Texas and Arturo Guajardo Jr., in his official capacity as Hidalgo County Clerk

BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/07/2014 01:52 PM |
| Auditor's Office | Monica Badillo | 02/07/2014 05:18 PM |

Form Started By: Monica Badillo Started On: 02/07/2014

Final Approval Date: 02/07/2014

**AI-42930** **Closed Session 26. D.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Cause No. C-2940-11-D; County of Hidalgo, Texas v. Insurors Indemnity Company v. Total Commitment, LLC, Pedro A. & Sylvia L. Gutierrez

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/30/2014 05:07 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Monica Badillo Started On: 01/30/2014 02:51 PM

Final Approval Date: 02/07/2014

**AI-42937** **Closed Session 26. E.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Cause No. 7:12-cv-116 Luis Caudillo v. Hidalgo County Sheriff's Department

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/31/2014 09:01 AM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Monica Badillo Started On: 01/30/2014 06:06 PM

Final Approval Date: 02/07/2014

**AI-42962** **Closed Session 26. F.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

CL-14-0359-E; Mary Lou Gomez v. Hidalgo County

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/31/2014 04:11 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Monica Badillo Started On: 01/31/2014 03:41 PM

Final Approval Date: 02/07/2014

**AI-43040** **Closed Session 26. G.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

C-0582-14-E; Cynthia Cantu v. Sarai Navarro and County of Hidalgo

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/05/2014 04:04 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Monica Badillo Started On: 02/05/2014 03:49 PM

Final Approval Date: 02/07/2014

**AI-43102** **Closed Session 26. H.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

County v. MERS (Mortgage Electronic Registration Systems)

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/07/2014 03:57 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Monica Badillo Started On: 02/07/2014 03:45 PM

Final Approval Date: 02/07/2014

**AI-42893** **Closed Session 26. I.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Auto Loss Claim 13-08-23-0230

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/29/2014 11:38 AM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Aida Alvarez Started On: 01/29/2014 11:21 AM

Final Approval Date: 02/07/2014

**AI-42933** **Closed Session 26. J.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

### CAPTION

Auto Loss Claim 13-11-05-0920

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/30/2014 05:06 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Aida Alvarez Started On: 01/30/2014 04:20 PM

Final Approval Date: 02/07/2014

**AI-43094** **Open Session 27. C.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Cause No. D-1-GV-14-000052; Greg Abbott, Attorney General of Texas v. Hidalgo County, Texas and Arturo Guajardo Jr., in his official capacity as Hidalgo County Clerk

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/07/2014 01:53 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:18 PM |

Form Started By: Monica Badillo Started On: 02/07/2014

Final Approval Date: 02/07/2014

**AI-42931** **Open Session 27. D.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Cause No. C-2940-11-D; County of Hidalgo, Texas v. Insurors Indemnity Company v. Total Commitment, LLC, Pedro A. & Sylvia L. Gutierrez

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/30/2014 05:07 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Monica Badillo Started On: 01/30/2014 02:56 PM

Final Approval Date: 02/07/2014

**AI-42938** **Open Session 27. E.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

Cause No. 7:12-cv-116 Luis Caudillo v. Hidalgo County Sheriff's Department

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/31/2014 09:02 AM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Monica Badillo Started On: 01/30/2014 06:07 PM

Final Approval Date: 02/07/2014

**AI-42963** **Open Session 27. F.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

CL-14-0359-E; Mary Lou Gomez v. Hidalgo County

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/31/2014 04:12 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Monica Badillo Started On: 01/31/2014 03:43 PM

Final Approval Date: 02/07/2014

**AI-43041** **Open Session 27. G.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

C-0582-14-E; Cynthia Cantu v. Sarai Navarro and County of Hidalgo

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/05/2014 04:04 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Monica Badillo Started On: 02/05/2014 03:50 PM

Final Approval Date: 02/07/2014

**AI-43103** **Open Session 27. H.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted By:** Monica Badillo, EXECUTIVE OFFICE

**Department:** EXECUTIVE OFFICE

## Information

### CAPTION

County v. MERS (Mortgage Electronic Registration Systems)

### BACKGROUND

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 02/07/2014 03:58 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Monica Badillo Started On: 02/07/2014 03:46 PM

Final Approval Date: 02/07/2014

**AI-42894** **Open Session 27. I.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Auto Loss Claim 13-08-23-0230

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/29/2014 11:38 AM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Aida Alvarez Started On: 01/29/2014 11:23 AM

Final Approval Date: 02/07/2014

**AI-42934** **Open Session 27. J.**

**CC REGULAR**

**Meeting Date:** 02/11/2014

**Submitted For:** Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

**Department:** SAFETY DIVISION

## Information

**CAPTION**

Auto Loss Claim 13-11-05-0920

**BACKGROUND**

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Debbie Tamez | 01/30/2014 05:06 PM |
| Purchasing Department | Monica Badillo | 02/07/2014 05:17 PM |

Form Started By: Aida Alvarez Started On: 01/30/2014 04:24 PM

Final Approval Date: 02/07/2014