AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
July 29, 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. **Open Forum**

6. **County Judge's Office:**

A. **AI-45699** Resolution honoring Aurora G. Cavazos who celebrated 102 yrs. of life on Friday, July 18, 2014

B. **AI-45588** Acknowledgement of receipt of the Texas Association of Municipal Information Officers Award of Excellence presented to Hidalgo County and Recognition of Public Affairs Department Multimedia Coordinator Jaclyn Trevino for her work on the award winning video titled "Working for You."

C. **AI-45698** Discussion, consideration, and approval of Memorandum of Understanding between Hidalgo County, City of Edinburg, City of McAllen, City of Mission, City of Pharr and The University of Texas System for Medical School.

7. **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

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

A. **AI-45636** Tax Office (1100):
1. Approval to delete two (2) regular full-time positions and create two (2) regular full-time positions as follows:

Action	*Slot#*	*Dept/Program*	*Position Title*	*Current/Proposed Budgeted Salary*
Delete	0022	140-001	Deputy Clerk II **(Auto Allowance)**	$36,020.00 $ 1,500.00
Delete	0057	140-001	Deputy Clerk I	$27,213.00
Create	0158	140-001	Administrative Assistant III **(Auto Allowance)**	$33,233.00 $ 1,500.00
Create	0159	140-001	Deputy Clerk II	$30,000.00

2. Approval of revised salary schedule.

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

A. **AI-45514** Approval to select names for the 2014 Grievance Committee, pursuant to Texas Local Government Code Section 152.015.

10. **Sheriff's Office:**

A. **AI-45702** Sheriff's Office 2012 Supplemental Operation Stonegarden Grant (1284):
1. Discussion, authorization, and approval to execute the Operation Stonegarden 2012 Supplemental Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the Texas Parks and Wildlife Department (TPWD).
2. Approval of Certification of Revenues by the County Auditor for the FY2012 Supplemental Operation Stonegarden Grant.
3. Approval to appropriate the following state budgets for awarded amount pursuant to sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

	Sub-Recipient	**Amount**

1	Texas Parks and Wildlife Division (TPWD)	292,089.60
TOTAL		292,089.60

B. **AI-45657** Sheriff Office 2012 Operation Stonegarden Grant (1284):
1. Authorization and approval to accept additional monies under the FY2012 Operation Stonegarden Supplemental Grant.
2. Approval of Certification of Revenues by the County Auditor for the FY2012 Operation Stonegarden Supplemental Grant .
3. Approval to appropriate the following budget for additional awarded amounts pursuant to additional monies moved to County of Hidalgo for the FY2012 Operation Stonegarden Supplemental Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

	Subrecepient	**Amount**
1	HCSO	12,921.60
TOTAL		12,921.60

C. **AI-45672** Authorization and approval of cell phone upgrade plan through the County's membership/authorization with Contract #DIR-SDD-1777 through Sprint.

Qty	Plan	Monthly Rate
81	Pooled GOV Nation 300 Included Anytime Minutes, Unlimited Data	50.00
	Estimated Monthly Rate for (81) Cell Phones	$4,050.00

11. **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

12. **Emergency Management - Oscar Montoya:**

A. **AI-45678** 1. Requesting consideration and authorization for Hidalgo County Emergency Management to apply for the FY2015 State Homeland Security Program (SHSP) and Law Enforcement Terrorism Prevention Activities (LETPA) Grant from the State Administrative Agency.
2. Requesting authorization for the County Judge to sign the FY 2015 Homeland Security Grant Program Application.

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

A. **AI-45518** The Urban County Program is requesting the award of bids and approval of contracts with A-One Insulation for the demolition and reconstruction of the following:

1. (1) Unit in the City of Mercedes, (1) unit in the City of Weslaco and (1) unit in the Countywide area. Total contracts amount is $172,100.00 to A-One Insulation.

B. **AI-45546** The Urban County Program on behalf of the City of Progreso is requesting approval and award of best and final negotiated contract with Javier Hinojosa Engineering/Consulting Engineers in the amount of $23,810.00 utilizing CDBG FY 25 (2012) Street Improvements project.

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

A. **AI-45510** Discussion and/or action, including but not limited to Elections updates.

B. **AI-45528** 1. Discussion, consideration and approval of Early Voting Sites for November 4, 2014 General Election;
2. Discussion, consideration and approval of Election Day Sites for November 4, 2014 General Election.

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

A. **AI-45681** Presentation of Resolution by Representative Armando "Mando" Martinez in honor of Cruz Alaniz

B. **AI-45448** Authorization and approval of proposed name recommended by the LRGVDC 9-1-1:
Proposed Name: Miller Farm Service Road

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

A. **AI-45711** Approval of the Business Associate Agreement with Brown and Brown Lone Star Insurance Services, Inc dba Alamo Insurance Group.

B. **AI-45701** 1. Presentation and discussion on 2014 Capital Improvement Project requests.
2. Discussion, consideration and approval designating the County Judge of the County of Hidalgo as authorized representative of the County of Hidalgo to give notice of intent to reimburse expenditures with proceeds of tax exempt obligations.

C. **AI-45694** Sanitation Program
1. Approval of Order creating a Solid Waste Disposal Program and assessment of a $25.00 fee for ninety (90) days for rural and unincorporated residents of Hidalgo County.
2. Approval of the Countywide Solid Waste Citizen Collection Station Rules.

D. **AI-45410** FY 2014 JAG Grant (1282):
1. Approval to accept the FY 14 Edward Byrne Memorial Justice Assistance Grant award (JAG) in the amount of $46,650.00.
2. Approval of Certification of Revenues by the County Auditor for the FY 14 Edward Byrne Memorial Justice Assistance Grant award (JAG).
3. Approval of 2014 appropriation of funds for the FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $46,650.00 (1282).
4. Approval of Salary Schedule.

E. **Budget Appropriations:**

1. **AI-45618** Pct. 3 R&B (1200):
Approval of 2014 appropriation of funds from the R&B unreserved fund balance for Pct. 3 Rd. Maint (fund 1200, program 005) in the amount of $18,284.31 to fund various operating expenditures.

17. **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-45542** A. Requesting approval to declare the items listed in Exhibit "A" (office furniture, equipment and vehicles) attached herein as surplus for the purpose of sale through auction (scheduled for 08-14-2014) in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received;

B. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to:'...order any of the property to be destroyed or otherwise disposed of as worthless in as much as the sale of said items CC undertook to sell (under Subsection (1) at auction on 08-14-2014 resulted in no bids were received;

C. Requesting authority to publish advertisement for the auction of surplus

equipment and vehicles scheduled for 08-14-2014, including but not limited to Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions.

2. **AI-45684** Requesting ratification of renewal of independent audit services with Burton McCumber & Cortez, LLP for fiscal year 2013 (as option provided under current agreement) and approve the 2014 fiscal year audit (as also permitted under current agreement) under the same rates, terms, and conditions identified with contract #C-11-160-02-14.

B. Executive Officer

1. **AI-45652** Discussion and applicable action of the following items for Hidalgo County Commissioners Court in connection with Delinquent Tax Collection Services:

A. Exercise HC's option to issue and send the thirty (30) days Notice of Non-renewal (pursuant to current agreement-Section 6) for the current contract with Perdue, Brandon, Fielder, Collins & Mott LLP in Association with the Law Offices of John David Franz (hereinafter called the "Law Firm") for the Collection of Delinquent Taxes for Hidalgo County (thus expiring on 12-31-14); or, if opted by HCCC;

B. Authority to publish a Request for Proposals w/Qualifications to: Engage a Law Firm to provide Delinquent Tax Collection Services for Hidalgo County effective 01-01-15 with procurement packet to be brought to HCCC for approval at the next HCCC meeting of 08-12-14; or, in the alternative and opted by HCCC,

C. Requesting exemption from competitive bidding requirements, under Texas Local Government Code, Chapter 262, Section .024(a)(4): a professional service;

D. Engage the firm of _____ for the Collection of Delinquent Taxes for Hidalgo County with an initial term of _____ year(s) and/or _____ year(s) options to extend/renew (and to include a rate/fee of _____% with all other terms and conditions applicable with final review and approval as to form by legal counsel) with an effective date of 01-01-15.

C. Pct. 1

1. **AI-45580** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (a) (4) a professional engineering 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

engineering services for Pct No.1 “ON CALL SERVICES”.

Total Scores	Le Fevere Engineering	Javier Hinojosa	Perez Consulting
Scores	85	74	80
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for engineering services for Pct No.1 “ON CALL SERVICES”.

D. Pct. 2

1. **AI-45710** Requesting acceptance and approval of Work Authorization No. 9 (with an estimated cost of $3,060.15) as submitted by Raba Kistner, Inc., Contract# C-13-351-01-21, for Construction Material Testing services for the Pct 2 Owassa Rd (1524 ft W of "I" Rd to "I" Rd) Paving Improvement Project.

2. **AI-45675** Approval of the following invoices listed for previously approved purchase orders for operating expenditures exceeding $7,500:

Invoice No.	**Vendor**	**Amount**
B403546-IN	Arguindegui Oil CO II LTD	$ 8,056.49

3. **AI-45712** Approval of the following requisitions listed for operating expenditures exceeding $7,500:

Program	Requisition No.	Vendor	Amount	Item
Pct 2 Moonlight Ave Project	260913	Frontera Materials, Inc.	$32,132.00	Asphalt for Paving Project
Pct 2 Owassa Rd Project	260912	Frontera Materials, Inc.	$32,248.00	Asphalt for Paving Project.

E. Pct. 4

1. **AI-45513** A. Requesting approval of an "order" granting an exemption from competitive bidding requirements under Texas Local Gov't. Code, Chapter 262, Section .024 (a)(7) "an item that can only be obtained from only one source.";

   B. Approval of a "Sole Source Declaration" for AEP Texas Central Company (on an as needed basis) for the provision of installation and removal of primary poles, lights, equipment, transformer upgrades and

other related services through execution of a "Contribution-In-Aid-of-Construction Agreement" with AEP Texas Central Company commencing with Precinct #4 for the site detailed/described in document attached (and issuance of Purchase Order-if necessary & applicable) including authority for County Treasurer to issue check after review and processing procedures are completed by County Auditor;

C. Approval for Hidalgo County Departments, Programs and/or Agencies to purchase future related services offered only from AEP Texas Central Company and as sole sourced herein and execution of the Contribution-In-Aid-of-Construction Agreements on an as needed basis.

2. **AI-45624** Correction to AI-29577 (approved CC 11/22/11) to **replace sub-consultant**, Pursuant to Article 14 of the current agreement-**C-11-234-09-13 & WA#1** with **L&G Engineering,** reflecting the change from Leonel Garza, Jr. & Associates to acceptance and approval to engage the services of **Professional Appraisal Services, Inc.**

3. **AI-45685** Accept and approve final negotiated **"professional appraisal services"** agreemen agreement with **George Jaime Salazar, II** d/b/a **APPRAISAL HAUS** for **"Job Specific"** Project: Appraisal Services for the **"Sale of Properties"** within **Precinct 4**, as approved for negotiations by CC on 06-17-14.

4. **AI-45305** Acceptance and approval of the AIA Document A101 form of Agreement between Hidalgo County (Owner) and **JCon Construction, LLC** awarded contractor in the amount of **$1,350,000.00** for **Project: Hidalgo County Precinct No. 4 Construction of the Linn - San Manuel Emergency Services Facility (Contract No. C-14-067-06-03);**

F. Sheriff's Office

1. **AI-45603** Requesting approval of Supplemental Agreement No. 2 to the current agreement (C-13-133-07-09), with Chanin Engineering for the "Adult Detention Center and Law Enforcement Facility Repairs" to reflect an extension of time.

2. **AI-45696** A. Discussion and action (as requested by S/O) to nominate at least three (3) firms from HC's current approved "Pool"of "Construction Management Services Providers" for Construction Management Services for the"Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project," overseen by project engineer, Chanin Engineering:

1._____

2._____

3._____

B. Selection/designation/assignment of evaluation committee to score, grade and evaluate the firms nominated so as to have CC rank and proceed with negotiation process for final contract for: Construction Services for the "Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project":

1._____

2._____

3._____

4._____

5._____

G. **WIC**

1. **AI-45695** Presentation for acceptance and approval of "Second Amendment" to the current lease agreement with JULCAR, LLC, for the "Lease of Office Space in McAllen, Texas," to reflect increase of the square footage in the Leased premises to 4,625 sq. ft. (with all added space at no charge to HC-WIC Program).

18. **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-45644** Claim of GEICO Direct Insurance Company

D. **AI-45666** Claim of Clemente Alfaro

E. **AI-45668** Claim of Gabriela Ventura

19. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-45645** Claim of GEICO Direct Insurance Company

D. **AI-45667** Claim of Clemente Alfaro

E. **AI-45669** Claim of Gabriela Ventura

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

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

22. **Adjourn**

AI-45699 **County Judge's Office 6. A.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution honoring Aurora G. Cavazos who celebrated 102 yrs. of life on Friday, July 18, 2014

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/25/2014 04:20 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Monica Badillo Started On: 07/25/2014

Final Approval Date: 07/25/2014

RESOLUTION IN HONOR OF AURORA GONALEZ CAVAZOS

WHEREAS, Aurora Gonzalez Cavazos – a lifelong Hidalgo County resident – celebrated her 102nd birthday on July 18, 2014; and

WHEREAS, Mrs. Cavazos was born to Melecio and Andrea Gonzalez in Tabasco and grew up in La Joya alongside three sisters, Frances Garza, Manuela Jackson and Angelica Garcia, and four brothers, Pablo, Roberto, Rodolfo, and Arturo. In 1931 Mrs. Cavazos graduated from Nellie Schunior High School – now known as La Joya High School –becoming one of only a few women to graduate high school. Education was instilled in her by her father and continues to be an important focus in her own family generation after generation; and

WHEREAS, In 1935 Mrs. Cavazos married Blas and together they raised three daughters: Maria Helena Heimsoth, Sonia Leal, and Belinda Thatcher. Her family now includes six grandchildren, 11 great-grandchildren, four step-grandchildren, and 12 step-great-grandchildren; and

WHEREAS, Mrs. Cavazos is among a very few who have witnessed the growth and expansion of Hidalgo County during her long and well-lived life. From traveling in covered wagon to flying to Europe, Mrs. Cavazos has seen and experienced a great deal of change in her 102 years: She was two-years-old when World War I began in 1914; eight-years-old when the 19th Amendment allowed women to vote; and 42-years-old when the Civil Rights movement began in 1954. She recalls her wedding day as the "Celebration of the Century;" her wedding reception was the first to be held at night because they ordered a generator and installed electric light bulbs. Mrs. Cavazos says she has seen it all and that she feels "privileged" for that opportunity.

Now, therefore, be it RESOLVED that the Hidalgo County Commissioners Court hereby recognizes and honors Aurora Gonzalez Cavazos as a life-long resident and that she be extended warmest wishes for continued happiness and good health.

Approved this 29th day of July, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-45588 **County Judge's Office 6. B.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Acknowledgement of receipt of the Texas Association of Municipal Information Officers Award of Excellence presented to Hidalgo County and Recognition of Public Affairs Department Multimedia Coordinator Jaclyn Trevino for her work on the award winning video titled "Working for You."

BACKGROUND

Hidalgo County received the Award of Excellence from Texas Association of Municipal Information Officers at its annual conference in June.

Over 300 entries were submitted and Hidalgo County was one of 80 municipalities selected as a finalist. Hidalgo County received the second place award in the video category for a "Special or One-Time Program – With a population Over 200,000." The Award of Excellence was for a video produced for Precinct 2 titled "Working for You."

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/18/2014 11:52 AM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Monica Badillo Started On: 07/18/2014 10:42 AM

Final Approval Date: 07/25/2014

AI-45698 **County Judge's Office 6. C.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and approval of Memorandum of Understanding between Hidalgo County, City of Edinburg, City of McAllen, City of Mission, City of Pharr and The University of Texas System for Medical School.

BACKGROUND

Attachments

legal

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/25/2014 04:40 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: SANDRA DELEON Started On: 07/25/2014 01:59 PM

Final Approval Date: 07/25/2014

Zimbra **yolanda.chapa@co.hidalgo.tx.us**

Fwd: MOU with UT and Cities Including Dates

From : Erika Reyna <erika.reyna@co.hidalgo.tx.us> Fri, Jul 25, 2014 04:39 PM
Subject : Fwd: MOU with UT and Cities Including Dates
To : Bobby Villarreal <roberto.villarreal@co.hidalgo.tx.us>, Yolanda Chapa <yolanda.chapa@co.hidalgo.tx.us>, Michael Leo <michael.leo@co.hidalgo.tx.us>

Please see Steve's ok below,
Erika Reyna-Velazquez
Director of Special Projects

Hidalgo County Judge's Office/
Department of Budget & Management
302 W University Drive
Edinburg, TX 78539

Tel: 956.318.2600
Cell:956.739.9399
Email: erika.reyna@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Erika Reyna" <erika.reyna@co.hidalgo.tx.us>
Sent: Friday, July 25, 2014 4:30:10 PM
Subject: RE: MOU with UT and Cities Including Dates

Either agreement will work as long as the cities are in agreement with the dates.

From: Erika Reyna [mailto:erika.reyna@co.hidalgo.tx.us]
Sent: Friday, July 25, 2014 3:44 PM
To: scrain@atlashall.com
Cc: Bobby Villarreal; Yolanda Chapa; Michael Leo
Subject: MOU with UT and Cities Including Dates

Hi Steve,

Attached please find copies of the UT Agreement with the two options discussed. Will let you know as soon as we get everyone's ok on one of the dates. Please let us know if you have any

questions. Thank you, have a great weekend!
Erika Reyna-Velazquez
Director of Special Projects

Hidalgo County Judge's Office/
Department of Budget & Management
302 W University Drive
Edinburg, TX 78539

Tel: 956.318.2600
Cell:956.739.9399
Email: erika.reyna@co.hidalgo.tx.us

MEMORANDUM OF UNDERSTANDING

among

THE COUNTY OF HIDALGO
THE CITY OF EDINBURG
THE CITY OF McALLEN
THE CITY OF MISSION
and
THE CITY OF PHARR

and

THE UNIVERSITY OF TEXAS SYSTEM

SUBJECT: Development of and Funding for a Medical School in the Lower Rio Grande Valley

1. Purpose. The purpose of this Memorandum of understanding ("MOU") is to memorialize the commitments made by the parties, i.e., the County of Hidalgo (the "County"), the City of Edinburg, the City of McAllen, the City of Mission and the City of Pharr (collectively, the "Cities", and together with the County, the "local governments") and The University of Texas System (the "System") in furtherance of the establishment of a medical school of the first class in the Lower Rio Grande Valley (the "new medical school") that will be part of the new university established by Senate Bill 24, Regular Session, 83rd Texas Legislature, as codified in Chapter 79 of the Texas Education Code (the "new university") in order to advance the health, education and economy of the region.

2. Background. In Senate Bill 24, the State of Texas authorized the establishment of a new System university in the Rio Grande Valley, which will have integrated within it the medical school initially authorized by Senate Bill 98, Regular Session, 81st Texas Legislature, as codified in Subchapter N, Chapter 74, Texas Education Code. The Texas Legislature has appropriated funding for medical education in the Lower Rio Grande Valley through the University of Texas Health Science Center San Antonio ("HSC-SA") in the amount of $15,800,000 per year for the 2014-2015 biennium and these funds will be expended on the development of the new medical school. It is expected that state appropriations will continue to be made through HSC-SA for medical education in the Lower Rio Grande Valley until such time as the new medical school is accredited, at which time state appropriates will flow to the new university and the new medical school. The University of Texas System Board of Regents has committed support for medical education in the Lower Rio Grande Valley and for the new medical school in the amount of $10,000,000 per year for the next ten years. These funds are to be used for faculty support, operations and maintenance of the new medical school.

3. Commitments of the University of Texas System. The System is committed to creating and operating in the Lower Rio Grande Valley the new medical school of the first class as part of the new university, built on a community-based distributed model of medical education. It is expected that such a school will:

- Offer expanded opportunities for residents of the region to obtain medical degrees.

- Conduct medical research with special emphasis on conditions that might positively impact the health of the region's residents.

- Enhance the quality, extent, and availability of health care in the region through new and expanded facilities that involve faculty, medical students, residents, and other health care profession students.

- Increase opportunities for economic development, including new and expanded research funding and technology transfer and commercialization.

- Improve health throughout the region through public education and prevention programs.

4. Commitments of the Local Governments:

a. To support and ensure the success of the System in its endeavor to create and operate in the Lower Rio Grande Valley the new medical school of the first class, the following commitments are made.

b. The Cities that are parties to this MOU commit as follows:

- The City of Edinburg: On or about *October 15*, each year from 2014 to 2023, the City shall pay/transfer/provide to The University of Texas System $1,000,000.

- The City of McAllen: On or about *October 15*, each year from 2014 to 2023, the City shall pay/transfer/provide to The University of Texas System $2,000,000.

- The City of Mission: On or about *October 15*, each year from 2014 to 2023, the City shall pay/transfer/provide to The University of Texas System $500,000.

- The City of Pharr: On or about *October 15*, each year from 2014 to 2023, the City shall pay/transfer/provide to The University of Texas System $500,000.

All such funds from the Cities are to be used to support years 1 and 2 of medical education in Hidalgo County for faculty support, operations, programs and directly related activities of the new medical school.

c. The County commits as follows: On or about *October 15*, each year from 2014 to 2023, the County shall pay/transfer/provide to The University of Texas System $1,000,000, pursuant to (i) a contract authorized by Section 61.029(a), Health and Safety Code, under which the System agrees to provide health care services of that value to eligible county residents and/or, (ii) in recognition of the increased opportunities for economic development referenced in Paragraph 3 above, an economic development agreement to be executed by the County and the System pursuant to Chapter 381, Local Government Code, under which the county grants funds to the System each year from 2014 to 2023.

d. All such funds will be provided until a Hidalgo County or multi-county taxing district is created and such district either provides at least an equivalent amount of support attributable to the County and communities within the county or accepts and continues the commitments made by the County and the Cities.

5. Authority. If the final judgment of a court of competent jurisdiction determines that any party to this memorandum lacked the necessary authority to make a commitment expressed in the memorandum, the party is released from the commitment, and that party is entitled to and shall receive a refund of any money paid, transferred, or provided under this memorandum.

[Signature Page Follows]

This MOU shall take effect upon the execution of all parties hereto, as evidenced by the date of execution set forth below:

_____	_____
[Signature Authority] Hidalgo County	[Signature Authority] City of Edinburg
_____	_____
(Date)	(Date)
_____	_____
[Signature Authority] City of McAllen	[Signature Authority] City of Mission
_____	_____
(Date)	(Date)
_____	_____
[Signature Authority] City of Pharr	[Signature Authority] The University of Texas System
_____	_____
(Date)	(Date)

AI-45636 **Human Resources 8. A.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Paul Villarreal - Tax Office **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Tax Office (1100):
1. Approval to delete two (2) regular full-time positions and create two (2) regular full-time positions as follows:

Action	*Slot#*	*Dept/Program*	*Position Title*	*Current/Proposed Budgeted Salary*
Delete	0022	140-001	Deputy Clerk II **(Auto Allowance)**	$36,020.00 $ 1,500.00
Delete	0057	140-001	Deputy Clerk I	$27,213.00
Create	0158	140-001	Administrative Assistant III **(Auto Allowance)**	$33,233.00 $ 1,500.00
Create	0159	140-001	Deputy Clerk II	$30,000.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT.

Attachments

PAR Forms & Job Desc
FISCAL NOTE
REVISED SALARY SCHEDULE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 11:43 AM
Obdett Calzada	Obdett Calzada	07/25/2014 02:09 PM
Rosalinda Cantu	Rosie Cantu	07/25/2014 03:51 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Diana Munoz Started On: 07/22/2014 02:36 PM

Final Approval Date: 07/25/2014

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 25 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** June 17, 2014

CURRENT POSITION TITLE: Deputy Clerk II **CURRENT SLOT. #:** 22

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 36,020.00 + Auto-$1,500 (Salary ^ Allowance ^) — Current Budgeted Salary
$ 0.0 — Proposed Budgeted Salary
$ (36,020.00)+(Auto-$1,500) (Salary ^ Allowance ^) — Net Change

Position to be funded from one of the following:

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

☐ Other (NO BUDGET IMPACT)

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)

After a review of Tax Office needs, requesting to delete this slot #22 (and slot #57) in order to fund new slot #158 and new slot #159, in order to promote better parity within our Office, (No Budget Impact.)

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

See Attached.

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

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	6/17/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	7-22-14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7.25.14 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 25 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** June 17, 2014

CURRENT POSITION TITLE: Deputy Clerk I **CURRENT SLOT. #:** 57

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 27,213.00 (Current Budgeted Salary) $ 0.0 (Proposed Budgeted Salary) $ (27,213.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other (NO BUDGET IMPACT)

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)

After a review of Tax Office needs, requesting to delete this slot #57 (and slot #22) in order to fund new slot #158 and new slot #159, in order to promote better parity within our Office, (No Budget Impact.)

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

See Attached.

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

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	6/17/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	7-22-14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7.25.14 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 25 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** June 17, 2014

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 158

REQUESTED POSITION TITLE: Administrative Asst. III
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other CREATE

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 33,233.00 + Auto $ 1,500 (Proposed Budgeted Salary) $ 33,233.00 + Auto-$1,500 (Net Change)

Salary Allowance Salary Allowance

Position to be funded from one of the following:

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

☐ Other (NO BUDGET IMPACT)

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)

After a review of Tax Office needs, a need for an Administrative Asst. III position exists in order to promote better parity with in our Office.

(No Budget Impact because we are requesting to delete slot #22 and #57 in order to fund this slot #158 and slot #159.)

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

See Attached.

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

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	6/17/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	7-22-14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7.25.14 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

ADMINISTRATIVE ASSISTANT III

GENERAL DESCRIPTION

Employee performs complex administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, interprets, and disseminates information concerning agency programs and procedures

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

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries regarding rules, regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Assists in the development of administrative or technical assistance policies and procedures

May coordinate work between organizational units of the agency

May assist in compiling and analyzing data, making calculations, and preparing reports

May assist in the preparation of presentations for administrative hearings

May research, compose, design, or edit agency publications such as brochures, forms, and manuals

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in administrative support work.

Graduation from a junior college with an Associate's degree in administrative support

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

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness

Ability to interpret rules, regulations, policies, and procedures

Ability to communicate effectively

Ability to train others

Ability to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an

employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- 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

THE COUNTY OF HIDALGO
TEXAS

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 25 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** June 17, 2014

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 159

REQUESTED POSITION TITLE: Deputy Clerk II
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other CREATE

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 30,000.00 (Proposed Budgeted Salary) $ 30,000.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other (NO BUDGET IMPACT)

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)

After a review of Tax Office needs, a need for an Deputy Clerk II position exists in order to promote better parity with in our Office.

(No Budget Impact because we are requesting to delete slot #22 and #57 in order to fund this slot #159 and slot #158.)

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

See Attached.

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

N/A

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

N/A

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	6/17/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	7-22-14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	7.25.14 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

DEPUTY CLERK II

GENERAL DESCRIPTION

Performs moderately complex (journey-level) clerical work; Work involves support tasks primarily involving customer service and clerical activities which may include: processing inquiries and requests for information, entering and maintaining data, cashiering. Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Type correspondence and other documents and materials using a typewriter and/or processing software

Enters information on office records to the computer and retrieves information to respond to inquiries

Performs general clerical duties as required, including filing, indexing and recording, making copies, sorting stuffing and mailing documents

Processes the more difficult requests for information or documents; searches files to obtain the needed information.

Accepts and processes legal documents, collects fees, and files papers

Assists the public in person or by telephone, convey messages, make telephone calls, faxes and distribute mail

Proofreads records and conducts research as needed

May train others

Ability to work well with others

Regular attendance is a must

Performs such other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Typing courses, plus a minimum of two (2) years of progressively responsible experience in clerical functions of the governmental system

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, & 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

Ability to read, interpret and accept documents such as safety rules, operating and maintenance instructions and procedures manuals.

Ability to fill out reports, answer routing correspondence and speak effectively to the public.

Ability to deal with problems involving several concrete variables in standardized situations

Ability to operate a computer, typewriter and other basic office equipment

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

Skill in the operation of office equipment

Ability to maintain files and records, to communicate effectively, and to train others

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally

required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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, July 29, 2014** **Agenda Item:** **45636**

Summary of request/proposal:
TAX OFFICE (1100):
APPROVAL TO DELETE/CREATE THE FOLLOWING FULL TIME POSITION(S) AND ALLOWANCES AS LISTED BELOW:

Fund	Position	Slot #	Obj Code	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
			SALARY			
1100	DEPUTY CLERK II	0022	113	36,020.00	0.00	(36,020.00)
1100	DEPUTY CLERK I	0057	113	27,213.00	0.00	(27,213.00)
1100	ADMINISTRATIVE ASSISTANT III	0158	113	0.00	33,233.00	33,233.00
1100	DEPUTY CLERK II	0159	113	0.00	30,000.00	30,000.00
	TOTAL SALARIES			**63,233.00**	**63,233.00**	**0.00**
			ALLOWANCES			
1100	DEPUTY CLERK II (AUTO ALLOWANCE)	0022	118	1,500.00	0.00	(1,500.00)
1100	ADMINISTRATIVE ASSISTANT III (AUTO ALLOWANCE)	0158	118	0.00	1,500.00	1,500.00
	TOTAL ALLOWANCES			**1,500.00**	**1,500.00**	**0.00**
	TOTAL SALARY AND ALLOWANCES			**64,733.00**	**64,733.00**	**0.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-415-15-140-001-0	113	TAX OFFICE	REGULAR FULL TIME	$0.00
4-1100-421-00-280-001-0	118	TAX OFFICE	AUTO ALLOWANCE	$0.00
4-1100-415-15-140-001-0	211	TAX OFFICE	HEALTH INSURANCE	$0.00
4-1100-415-15-140-001-0	212	TAX OFFICE	LIFE INSURANCE	$0.00
4-1100-415-15-140-001-0	220	TAX OFFICE	FICA	$0.00
4-1100-415-15-140-001-0	230	TAX OFFICE	RETIREMENT	$0.00
4-1100-415-15-140-001-0	250	TAX OFFICE	UNEMPLOYMENT COMP	$0.00
4-1100-415-15-140-001-0	260	TAX OFFICE	WORKER'S COMP	$0.00
			2014 Budgetary Impact	$0.00

2015 Budgetary Impact: $0.00

Possible Funding Sources: **NO BUDGETARY IMPACT.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-415-15-140-001-0

AI - 45636

TAX OFFICE

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	TAX ASSESSOR/COLLECTOR	$97,500.00	$0.00	$97,500.00	0	$0.00	$0.00	$97,500.00	$97,500.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$105,500.00
0002	113	CHIEF DEPUTY II	$76,407.00	$0.00	$76,407.00	0	$0.00	$0.00	$76,407.00	$76,407.00	$1,380.00	$0.00	$0.00	$6,940.00	$0.00	$84,727.00
0003	113	MANAGER, TAX COLLECTION SECTION	$65,507.00	$0.00	$65,507.00	0	$0.00	$0.00	$65,507.00	$65,507.00	$1,740.00	$0.00	$0.00	$2,800.00	$0.00	$70,047.00
0004	113	MANAGER, MOTOR VEHICLE LICENSE SECT	$60,098.00	$0.00	$60,098.00	0	$0.00	$0.00	$60,098.00	$60,098.00	$720.00	$0.00	$0.00	$5,625.00	$0.00	$66,443.00
0005	113	CHIEF FRAUD INVESTIGATOR	$54,203.00	$0.00	$54,203.00	0	$0.00	$0.00	$54,203.00	$54,203.00	$840.00	$0.00	$0.00	$0.00	$500.00	$55,543.00
0006	113	MANAGER, TAX ASSESSING SECTION	$56,162.00	$0.00	$56,162.00	0	$0.00	$0.00	$56,162.00	$56,162.00	$840.00	$0.00	$0.00	$0.00	$0.00	$57,002.00
0007	113	ACCOUNTS REPORT SPECIALIST	$54,349.00	$0.00	$54,349.00	0	$0.00	$0.00	$54,349.00	$54,349.00	$840.00	$0.00	$0.00	$1,500.00	$0.00	$56,689.00
0008	113	ACCOUNTANT IV	$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	$1,500.00	$0.00	$53,502.00
0010	113	FRAUD INVESTIGATOR	$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	$500.00	$45,083.00
0011	113	EXECUTIVE ASSISTANT II	$50,390.00	$0.00	$50,390.00	0	$0.00	$0.00	$50,390.00	$50,390.00	$600.00	$0.00	$0.00	$0.00	$0.00	$50,990.00
0012	113	ACCOUNTANT III	$47,703.00	$0.00	$47,703.00	0	$0.00	$0.00	$47,703.00	$47,703.00	$780.00	$0.00	$0.00	$0.00	$0.00	$48,483.00
0014	113	ACCOUNTANT III	$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
0015	113	ACCOUNTANT III	$47,703.00	$0.00	$47,703.00	0	$0.00	$0.00	$47,703.00	$47,703.00	$1,140.00	$0.00	$0.00	$1,500.00	$0.00	$50,343.00
0017	113	DEPUTY CLERK II	$40,372.00	$0.00	$40,372.00	0	$0.00	$0.00	$40,372.00	$40,372.00	$300.00	$0.00	$0.00	$0.00	$0.00	$40,672.00
0018	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$40,347.00	$1,800.00	$0.00	$0.00	$1,500.00	$0.00	$43,647.00
0019	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$40,347.00	$1,800.00	$0.00	$0.00	$900.00	$0.00	$43,047.00
0020	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$40,347.00	$660.00	$0.00	$0.00	$1,500.00	$0.00	$42,507.00
0021	113	DEPUTY CLERK III	$40,347.00	$0.00	$40,347.00	0	$0.00	$0.00	$40,347.00	$40,347.00	$1,500.00	$0.00	$0.00	$1,500.00	$0.00	$43,347.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION AND REMOVE AUTO ALLOWANCE:												$0.00		
~~0022~~	~~113~~	~~DEPUTY CLERK II~~	~~$36,020.00~~	~~$0.00~~	~~$36,020.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$36,020.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$1,500.00~~	~~$0.00~~	~~$0.00~~
0023	113	DEPUTY CLERK II	$36,020.00	$0.00	$36,020.00	0	$0.00	$0.00	$36,020.00	$36,020.00	$840.00	$0.00	$0.00	$750.00	$0.00	$37,610.00
0025	113	BOOKKEEPER II	$33,917.00	$0.00	$33,917.00	0	$0.00	$0.00	$33,917.00	$33,917.00	$780.00	$0.00	$0.00	$0.00	$0.00	$34,697.00
0026	113	DEPUTY CLERK II	$37,145.00	$0.00	$37,145.00	0	$0.00	$0.00	$37,145.00	$37,145.00	$960.00	$0.00	$0.00	$0.00	$0.00	$38,105.00
0027	113	TITLE EXAMINER II	$35,064.00	$0.00	$35,064.00	0	$0.00	$0.00	$35,064.00	$35,064.00	$840.00	$0.00	$0.00	$0.00	$0.00	$35,904.00
0028	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$31,422.00
0029	113	BOOKKEEPER II	$34,246.00	$0.00	$34,246.00	0	$0.00	$0.00	$34,246.00	$34,246.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$35,566.00
0030	113	DEPUTY CLERK II	$34,589.00	$0.00	$34,589.00	0	$0.00	$0.00	$34,589.00	$34,589.00	$1,560.00	$0.00	$0.00	$750.00	$0.00	$36,899.00
0031	113	DEPUTY CLERK II	$34,589.00	$0.00	$34,589.00	0	$0.00	$0.00	$34,589.00	$34,589.00	$1,320.00	$0.00	$0.00	$750.00	$0.00	$36,659.00
0032	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$1,080.00	$0.00	$0.00	$750.00	$0.00	$32,172.00
0034	113	DEPUTY CLERK II	$35,651.00	$0.00	$35,651.00	0	$0.00	$0.00	$35,651.00	$35,651.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$37,451.00
0035	113	DEPUTY CLERK II	$35,651.00	$0.00	$35,651.00	0	$0.00	$0.00	$35,651.00	$35,651.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$37,451.00
0036	113	DEPUTY CLERK II	$31,791.00	$0.00	$31,791.00	0	$0.00	$0.00	$31,791.00	$31,791.00	$480.00	$0.00	$0.00	$0.00	$0.00	$32,271.00
0037	113	TITLE EXAMINER I	$31,506.00	$0.00	$31,506.00	0	$0.00	$0.00	$31,506.00	$31,506.00	$720.00	$0.00	$0.00	$0.00	$0.00	$32,226.00
0038	113	BOOKKEEPER I	$31,045.00	$0.00	$31,045.00	0	$0.00	$0.00	$31,045.00	$31,045.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$32,365.00
0039	113	BOOKKEEPER I	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,574.00
0040	113	TECHNICIAN II	$31,045.00	$0.00	$31,045.00	0	$0.00	$0.00	$31,045.00	$31,045.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,045.00
0041	113	ADMINISTRATIVE ASSISTANT III	$33,917.00	$0.00	$33,917.00	0	$0.00	$0.00	$33,917.00	$33,917.00	$840.00	$0.00	$0.00	$1,500.00	$0.00	$36,257.00
0042	113	DEPUTY CLERK II	$30,486.00	$0.00	$30,486.00	0	$0.00	$0.00	$30,486.00	$30,486.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$31,806.00
0044	113	DEPUTY CLERK I	$29,828.00	$0.00	$29,828.00	0	$0.00	$0.00	$29,828.00	$29,828.00	$720.00	$0.00	$0.00	$0.00	$0.00	$30,548.00
0045	113	DEPUTY CLERK I	$29,730.00	$0.00	$29,730.00	0	$0.00	$0.00	$29,730.00	$29,656.00	$540.00	$0.00	$0.00	$0.00	$0.00	$30,196.00
0047	113	DEPUTY CLERK I	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$720.00	$0.00	$0.00	$0.00	$0.00	$29,465.00
0048	113	DEPUTY CLERK I	$28,745.00	$0.00	$28,745.00	0	$0.00	$0.00	$28,745.00	$28,745.00	$900.00	$0.00	$0.00	$0.00	$0.00	$29,645.00
0049	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0051	113	BOOKKEEPER I	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,574.00
0052	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00

0055	113	DEPUTY CLERK I	$26,234.00	$0.00	$26,234.00	0	$0.00	$0.00	$26,234.00	$26,234.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,594.00
0056	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0057~~	~~113~~	~~DEPUTY CLERK I~~	~~$27,213.00~~	~~$0.00~~	~~$27,213.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$27,213.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0058	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$720.00	$0.00	$0.00	$0.00	$0.00	$27,644.00
0059	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,924.00
0060	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,394.00
0061	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0062	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,694.00
0063	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$27,594.00
0064	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,754.00
0065	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,394.00
0066	113	DEPUTY CLERK I	$26,394.00	$0.00	$26,394.00	0	$0.00	$0.00	$26,394.00	$26,394.00	$840.00	$0.00	$0.00	$0.00	$0.00	$27,234.00
0067	113	DEPUTY CLERK I	$26,320.00	$0.00	$26,320.00	0	$0.00	$0.00	$26,320.00	$26,320.00	$780.00	$0.00	$0.00	$0.00	$0.00	$27,100.00
0068	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0069	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0070	113	DEPUTY CLERK I	$26,136.00	$0.00	$26,136.00	0	$0.00	$0.00	$26,136.00	$26,136.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$27,516.00
0071	113	DEPUTY CLERK I	$26,079.00	$0.00	$26,079.00	0	$0.00	$0.00	$26,079.00	$26,079.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,079.00
0072	113	INVENTORY SPECIALIST I	$25,993.00	$0.00	$25,993.00	0	$0.00	$0.00	$25,993.00	$25,993.00	$300.00	$0.00	$0.00	$2,250.00	$0.00	$28,543.00
0073	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0074	113	DEPUTY CLERK I	$27,835.00	$0.00	$27,835.00	0	$0.00	$0.00	$27,835.00	$27,835.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,315.00
0075	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0076	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0077	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,494.00
0078	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,374.00
0079	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,734.00
0080	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$660.00	$0.00	$0.00	$0.00	$0.00	$26,674.00
0081	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,314.00
0082	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,374.00
0083	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,554.00
0084	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0086	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$27,334.00
0088	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0089	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,914.00
0090	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0091	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0092	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0093	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0094	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,734.00
0095	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0096	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0098	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0099	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0100	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$720.00	$0.00	$0.00	$0.00	$0.00	$26,734.00
0103	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$900.00	$0.00	$0.00	$0.00	$0.00	$26,914.00
0104	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0105	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0106	113	DEPUTY CLERK I	$26,173.00	$0.00	$26,173.00	0	$0.00	$0.00	$26,173.00	$26,173.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,533.00
0107	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$420.00	$0.00	$0.00	$0.00	$0.00	$26,434.00
0108	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,554.00
0109	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0110	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,494.00
0111	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0112	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$480.00	$0.00	$0.00	$0.00	$0.00	$26,494.00
0113	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0114	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0115	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0116	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

0117	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$360.00	$0.00	$0.00	$0.00	$0.00	$26,374.00
0118	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0119	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0120	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0121	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0122	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0123	113	ADMINISTRATIVE ASSISTANT III	$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	$1,500.00	$0.00	$35,897.00
0124	113	DEPUTY CLERK II	$32,466.00	$0.00	$32,466.00	0	$0.00	$0.00	$32,466.00	$32,466.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,466.00
0125	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$840.00	$0.00	$0.00	$0.00	$0.00	$27,764.00
0126	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,464.00
0127	113	DEPUTY CLERK I	$26,924.00	$0.00	$26,924.00	0	$0.00	$0.00	$26,924.00	$26,924.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$28,004.00
0128	113	ADMINISTRATIVE ASSISTANT III	$32,960.00	$0.00	$32,960.00	0	$0.00	$0.00	$32,960.00	$32,960.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$34,460.00
0129	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0130	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0131	113	ACCOUNTANT II	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0132	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0133	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0134	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0135	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0136	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0137	113	ACCOUNTANT I	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$660.00	$0.00	$0.00	$0.00	$0.00	$33,429.00
0138	113	INTERNAL AUDITOR III	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$48,149.00	$960.00	$0.00	$0.00	$0.00	$0.00	$49,109.00
0139	113	DEPUTY CLERK III	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$360.00	$0.00	$0.00	$0.00	$0.00	$35,751.00
0140	113	ACCOUNTING CLERK II	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0141	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$300.00	$0.00	$0.00	$0.00	$0.00	$30,642.00
0142	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$720.00	$0.00	$0.00	$0.00	$0.00	$31,062.00
0143	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0144	113	TECHNICIAN IV	$39,560.00	$0.00	$39,560.00	0	$0.00	$0.00	$39,560.00	$39,560.00	$360.00	$0.00	$0.00	$0.00	$0.00	$39,920.00
0145	113	DEPUTY CLERK I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0146	113	CLERK I	$19,710.00	$0.00	$19,710.00	0	$0.00	$0.00	$19,710.00	$19,710.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,710.00
0147	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$480.00	$0.00	$0.00	$0.00	$0.00	$30,822.00
0148	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$600.00	$0.00	$0.00	$0.00	$0.00	$30,942.00
0149	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0150	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,342.00
0151	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$300.00	$0.00	$0.00	$0.00	$0.00	$30,642.00
0152	113	DEPUTY CLERK II	$30,342.00	$0.00	$30,342.00	0	$0.00	$0.00	$30,342.00	$30,342.00	$540.00	$0.00	$0.00	$0.00	$0.00	$30,882.00
0153	113	DATA ENTRY CLERK II	$0.00	$20,250.00	$20,250.00	0	$0.00	$0.00	$20,250.00	$20,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,250.00
0154	113	CLERK II	$0.00	$20,250.00	$20,250.00	0	$0.00	$0.00	$20,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0155	113	CLERK II	$0.00	$20,250.00	$20,250.00	0	$0.00	$0.00	$20,250.00	$20,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,250.00
0156	113	CLERK II	$0.00	$20,250.00	$20,250.00	0	$0.00	$0.00	$20,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0157	113	CLERK II	$0.00	$20,250.00	$20,250.00	0	$0.00	$0.00	$20,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITIONS AND ADD AUTO ALLOWANCE TO SLOT NO. 0158:												**$1,500.00**		
0158	**113**	**ADMINISTRATIVE ASSISTANT III**	**$0.00**	**$33,233.00**	**$33,233.00**	**0**	**$0.00**	**$0.00**	**$33,233.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**~~$0.00~~**	**$0.00**	**$0.00**
0159	**113**	**DEPUTY CLERK II**	**$0.00**	**$30,000.00**	**$30,000.00**	**0**	**$0.00**	**$0.00**	**$30,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
			$4,336,308.00	$164,483.00	$4,437,558.00		$0.00	$0.00	$4,437,558.00	$4,287,487.00	$62,400.00	$0.00	$0.00	$44,515.00	$1,000.00	$4,393,902.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS IS PENDING CC APPROVAL.

AI-45514 **County Clerk 9. A.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted By: Sandra Solis, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Approval to select names for the 2014 Grievance Committee, pursuant to Texas Local Government Code Section 152.015.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/16/2014 02:28 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Sandra Solis Started On: 07/14/2014 02:56 PM

Final Approval Date: 07/25/2014

AI-45702 **Sheriff's Office 10. A.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office 2012 Supplemental Operation Stonegarden Grant (1284):
1. Discussion, authorization, and approval to execute the Operation Stonegarden 2012 Supplemental Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the Texas Parks and Wildlife Department (TPWD).
2. Approval of Certification of Revenues by the County Auditor for the FY2012 Supplemental Operation Stonegarden Grant.
3. Approval to appropriate the following state budgets for awarded amount pursuant to sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

	Sub-Recipient	Amount
1	Texas Parks and Wildlife Division (TPWD)	292,089.60
TOTAL		292,089.60

BACKGROUND

SAA Award Number: 12-SR-48215-01
Federal Grant Award Number: EMW-2012-SS-00018-S01
Grant Period: 09/01/12 to 02/28/14 extended to 8-15-14
New termination date: 8/15/14

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1284-480-00-280-091-5-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year: 12
Account Fiscal Year: 5
County Fiscal Year: 4

Approval of 2014 appropriation of funds for the 2012 Operation Stonegarden Supplemental Grant in the amount of $292,089.60 for Texas Parks and Wildlife Division (TPWD).

Sub-Recepient	Expenditure Acct.	Revenue Acct.	Amount
TPWD	4-1284-480-00-280-091-5-XXX	4-1284-331-12-280-091-5-000	$292,089.60

Attachments

TPWD MOU
revised

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 07/25/2014

Final Approval Date: 07/25/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN TEXAS PARKS AND WILDLIFE DEPARTMENT AND THE COUNTY OF HIDALGO, TEXAS

This Agreement is made and entered into upon the date of the last party to sign this Agreement by and between the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as "County") and the PARKS AND WILDLIFE DEPARTMENT of the State of Texas, a state agency, (hereinafter referred to as "TPWD") pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County was awarded a grant hereinafter referred to as "Operation Stonegarden" or the "Grant" in the amount of $3,115,631.78 from the U.S. Department of Homeland Security ("DHS") with CFDA# 97.067 through the State Administrative Agency ("SAA") and the Texas Department of Public Safety ("TxDPS"), of which certain funds are intended to be subcontracted to various local and state police departments including TPWD's law enforcement division;

WHEREAS, the purpose of the Grant is to assist counties along the United States borders to enhance law enforcement preparedness and operational readiness among regional law enforcement agencies in a joint mission to secure the borders;

WHEREAS, the Grant allows local law enforcement agencies that have completed the 2013 Eligibility Certification Form, attached hereto as **Exhibit "C",** to use funds for certain law enforcement operating expenses while participating in border security operations approved by DHS;

WHEREAS, the Grant requires County, as the grant recipient, to comply with certain terms and conditions more particularly described in **Exhibit "A"** attached hereto and entitled, "Texas Department of Public Safety 2012 Sub-Recipient Agreement for Hidalgo County," dated April 25, 2012, and further requires any sub-recipient accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions stated in the attached **Exhibit "A"**;

WHEREAS, TPWD desires to carry out DHS eligible activities as described in the **Statement of Work** attached hereto as **Exhibit "D"**;

WHEREAS, the County proposes to contract with TPWD in order that the eligible activities described in **Exhibit "D"** can be carried out for the benefit of the residents of County and TPWD.

NOW THEREFORE, County and TPWD in consideration of the mutual covenants expressed hereinafter, agree as follows:

SECTION I
RULES AND REGULATIONS

The TPWD agrees to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-161, Department of Homeland Security Appropriation Act of 2008.

SECTION II
DEBARMENT/SUSPENSION CERTIFICATION

TPWD certifies that TPWD and its contractors/vendors associated with this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at http://sam.gov (as per State Administrative Agency Bulletin No. 12-003 attached as **Exhibit "F"** or its successor).

SECTION III
TERMS AND CONDITIONS AND STATEMENT OF WORK

TPWD represents that it has read and understood the Sub-Recipient Agreement between the County and the TPWD attached hereto as **Exhibit "A"** and as a condition of participating in the Grant, TPWD agrees to comply with all terms and conditions required of entities accepting funds through an agreement and TPWD further agrees to perform services as outlined in the Statement of Work **(Exhibit "D")** for and in consideration of reimbursement from County in an amount not to exceed $292089.60 as delineated in the **TPWD Grant Budget (See attached Exhibit "E") and cost Reimbursement Request Form (See attached Exhibit "F")**. The performance period will begin on June 1, 2014 and end on July 18, 2014.

TPWD agrees to attain scheduling approval from Customs and Border Protection/Border Patrol prior to performing any work, and shall provide County with approved schedule. TPWD further represents and understands that TPWD shall not receive any Grant funds and/or reimbursements for any work not previously approved or that is outside the approved schedule.

TPWD agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from the Statement of Work **(See Exhibit "D")** and the TPWD Grant Budget **(See Exhibit "E")**.

County shall not be liable for costs incurred or performances rendered by TPWD before commencement of this Agreement or after termination of this Agreement and shall not be responsible for reimbursements pertaining to costs incurred or performances rendered that are not in compliance with the Statement of Work **(See Exhibit "D")** and the TPWD Grant Budget **(See Exhibit "E")**.

TPWD agrees to provide County with copies of all current and applicable payment and overtime policies, workers compensation policies, retirement rates, unemployment rates, and any other reimbursable benefit and rates of payment as required for reimbursement under the TPWD Grant Budget (**See Exhibit "E").**

TPWD shall tag and inventory all equipment and assets purchased with Grant funds by tagging and placing identification labels identifying the Grant name and year in accordance with State Administrative Agency Bulletin No. 12-004 or its successor (**See Exhibit "F")**. TPWD shall conduct physical inventory on a monthly basis and provide County with a complete and accurate listing of equipment/assets including tag numbers, id numbers and serial numbers with photographs depicting same.

TPWD shall take ownership and complete control of equipment/assets purchased with Grant funds after grantee has completed all required work relating to the Grant or once the period of performance for the Grant ends, whichever comes first.

SECTION IV
RECORDS AND REPORTS

TPWD agrees to establish and maintain all necessary records and reports that may be necessary for reimbursement from County of Grant funds, including but not limited to the Cost Reimbursement Form **(See Exhibit "F")**, Activity Log **(See Exhibit "H")**, and the Annual Inventory Control Requirement Form **(See Exhibit "F")** which must be submitted to County by August 15, 2014. TPWD shall provide County with a weekly report (**See Exhibit "G"**). TPWD shall further provide County with a monthly Property Acquisition Form to include photographs of each equipment/asset and updates on equipment/assets secured with Grant funds. **(See Exhibit "I").** The Inventory Log shall meet federal requirements by identifying assets with an appropriate tag number, identification or serial number affixed to the corresponding equipment/asset, and photographs showing same. (**See Exhibit "F"** including State Administrative Agency Bulletin No. 12-004 or its successor attached thereto.)

TPWD understands that it is solely the TPWD's responsibility to keep all records and reports pertaining to Grant activity within their municipality in a manner acceptable to County. Failure to maintain records and reports may result in delay or forfeiture of the TPWD's designated Grant funds.

SECTION V
MONITORING VISITS

TPWD shall allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by TPWD and those performance goals are being achieved, if applicable. TPWD shall give Homeland Security, SAA, TxDPS, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representative, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by TPWD pertaining to this Agreement.

SECTION VI
PAYMENT REQUESTS

TPWD agrees to submit to the County Auditor's Office, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request **(See Exhibit "F")** and all supporting documentation, including but not limited to General Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs **(See Exhibit "H")**, Property Acquisition Form **(See Exhibit "I")**, Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed pursuant to the instructions and State Administration Agency Bulletin Nos. 11-005 and 12-005 (or their successors) included in the attached **Exhibit "F".**

TPWD and County agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by County.

SECTION VII
AUDIT REQUIREMENTS

TPWD agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

If TPWD expends Five Hundred Thousand Dollars, ($500, 000.00) or more in federal grant funds in the fiscal year, TPWD must, within nine (9) months from the end of the fiscal year, supply County with an audit of revenues and expenditures conducted by a certified public accountant. If the TPWD expends less than $500,000.00 in federal grant funds in a calendar year, then it is exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, the General Accounting Office and County. If a TPWD is exempt, TPWD will provide to County a copy of TPWD's Financial Statements for the most recent fiscal year ended. TPWD must complete and provide to County a completed Property Acquisition Form **Exhibit "I"** to be submitted monthly. If applicable, TPWD agrees to cooperate with the County relating to any inquires regarding audits and TPWD acknowledges that a Financial Audit shall be provided to County at the expense of the TPWD. Audit information shall be available to County staff, and any and all applicable federal agencies.

TPWD shall further provide County with a final report and all documentation required no later than 60 days prior to the completion of the project.

SECTION VIII
SUSPENSION AND TERMINATION

TPWD understands that this Agreement may be suspended or terminated if TPWD materially fails to comply with the provisions of the Agreement or the provisions so listed in attached **Exhibits "A"** through **"I"**.

If TPWD fails to fulfill in a timely and proper manner its obligations under this Agreement, or TPWD violates any of the agreements or stipulations of this Agreement, then the County shall provide TPWD written notification of such non-performance. Such non-performance may be the basis for immediate termination of the Agreement. **Should any breach by the TPWD of this Agreement relate to a violation of federal law or regulation that results in SAA, TxDPS or Homeland Security demanding reimbursement from the County or the TPWD or its successor, the County will terminate Agreement and seek reimbursement of all funds from TPWD**. TPWD shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by TPWD and County may withhold any payments to TPWD for violations of state, local or federal regulations. Should the county become aware of any activity by TPWD, which would jeopardize the County's position with Homeland Security, SAA, TxDPS or any other state or federal agency, or which would cause a payback of federal funds, than the County may take appropriate action including injunctive relief against TPWD to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and TPWD.

SECTION IX
ASSETS

TPWD shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County.

The requirements for real and personal property acquired with federal awards are contained in the Common rule of the Office of Management and Budget (OMB) Circular A-102, "Grants and Cooperative Agreements with State and Local Governments." The Common Rule of OMB Circular A-102 has been adopted by reference in the Uniform Grant Management Standards (UGMS). Recipients and sub-recipients of federal pass-through and other funds from state agencies are subject to the requirements of UGMS.

UGMS requires grant recipients and Sup-recipients to maintain property records, perform a physical inventory at least once every two years, reconcile results of the physical inventory to property records, safeguard the property, maintain the property, and use proper sales procedures to ensure the highest possible return.

To comply with the federal and state requirements regarding property records, TPWD is required to keep a Property Acquisition Form to include a list of equipment and assets acquired with grant funds. This list should include a description of the property, a serial number or other identification number, the source of property, name of title holder, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property **(See Exhibit "I")**.

The disposition of any asset improved or acquired in part or in whole with Grant funds by the TPWD during the Grant period or after expiration of the Grant period, must have prior written approval of the County and County shall be reimbursed for the asset, if sold, in the full amount of the fair market value of the disposed asset. Upon such reimbursement to the County, the TPWD shall become the owner of such asset purchased or acquired through the Grant funds and shall be responsible for the care, maintenance and repair of same. This reimbursement process shall also be applicable and in full force and effect for any asset which is no longer used for its intended Grant purpose by the TPWD at any time during the Grant period or after expiration of the Grant period. The Parties are further required to comply with 44 CFR 13.32(e) regarding the disposition of assets acquired with Grant funds.

SECTION X
LIABILITY FOR DISALLOWED COSTS

The TPWD understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of TPWD agreement funds. The TPWD further understands and agrees that reimbursement to County of such disallowed costs shall be paid by the TPWD from funds that were not provided or otherwise made available to TPWD pursuant to this Agreement or any other federal contract.

SECTION XI
INDEMNITY CLAUSE AND INSURANCE REQUIREMENT

To the extent allowed under the constitution and laws of the State of Texas, TPWD agrees to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County's elected officials, employees, consultants or agents and to defend County against any and all claims brought against County by elected officials, officers, employees, or agents of TPWD or brought by any third person arising in any manner directly or indirectly from TPWD programs, activities or events conducted pursuant to this Agreement.

TPWD shall acquire, maintain and furnish to County a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than $300,000.00 per occurrence, $1,000,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet TPWD's duty of indemnification under this paragraph. The County understands that TPWD, as a state agency, does not maintain insurance coverages.

SECTION XII
PROCUREMENT

TPWD agrees to conform to its own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

SECTION XIII
CONFLICT OF INTEREST

TPWD covenants that none of its elected officials, officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities funded by the Grant. TPWD agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the applicable requirements of Texas Government Code and/or the Texas Parks and Wildlife Code.

TPWD agrees that no person who is an elected official, officer, employee, consultant, or agent of the TPWD's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in the attached Exhibit "A" during the Grant period or for a period of one (1) year thereafter.

TPWD is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XIV
MISCELLANEOUS PROVISIONS

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 conflicts exists.

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.

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 County and TPWD, and not otherwise.

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.

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 electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile to the parties at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo 302 W. University Dr. Edinburg, TX 78539
If to TPWD:	Executive Director Texas Parks and Wildlife Department 4200 Smith School Rd. Austin, TX 78744

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.

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.

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.

Assignment. This Agreement shall not be assignable by TPWD. County may assign this Agreement without the consent of TPWD.

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.

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.

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

WITNESS THE HANDS OF THE PARTIES effective as of the date of the last party to sign this Agreement.

TEXAS PARKS AND WILDLIFE DEPARTMENT

_____ **Date:** 7/24/2014
Carter Smith, Executive Director

THE COUNTY OF HIDALGO

_____ **Date:** _____
Ramon Garcia, County Judge

ATTEST

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Hidalgo County Criminal District Attorney,
Rene Guerra

By:_____
Michael L. Garza,
Assistant District Attorney

DATE: July 25, 2014

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: 2012 Stonegarden--TPWD

ACCOUNT NUMBER: 4-1284-480-00-280-091-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
4-1284-480-00-280-091-5-131	Stonegarden TPWD--Overtime
4-1284-480-00-280-091-5-583	Stonegarden TPWD--Out of County employee travel
4-1284-480-00-280-091-5-581	Stonegarden TPWD--In-County Travel

TOTAL APPROPRIATIONS

4-1284-331-12-280-091-5-000 **Operation Stonegarden 2012--TPWD**

TOTAL REVENUES

REASON: **To appropriate budget for the Operation Stonegarden 2012 Supplemental Sub-Repicier Grant Award to the TPWD from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SSA Award 12-GA-48215-06

Grant Period: September 1, 2012 to August 15, 2014

/

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST C

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:al Government

AMOUNT
127,353.60
87,840.00
76,896.00
292,089.60
292,089.60
292,089.60

ıt

/

DATE

OUNTY CLERK

AI-45657 **Sheriff's Office 10. B.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff Office 2012 Operation Stonegarden Grant (1284):
1. Authorization and approval to accept additional monies under the FY2012 Operation Stonegarden Supplemental Grant.
2. Approval of Certification of Revenues by the County Auditor for the FY2012 Operation Stonegarden Supplemental Grant .
3. Approval to appropriate the following budget for additional awarded amounts pursuant to additional monies moved to County of Hidalgo for the FY2012 Operation Stonegarden Supplemental Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

	Subrecepient	Amount
1	HCSO	12,921.60
TOTAL		12,921.60

BACKGROUND

Monies previously assigned to OAG; however, OAG decided against participating in the Operation Stonegarden Grant.

On 04/3/12, Commissioners' Court approved applying for the FY2012 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). (AI# 31671)

On 04/2/13, Commissioners' Court approved the acceptance of the grant from the Department of Homeland Security FEMA (AI#37958). Certification of Revenues letter was approved on 4/2/13 AI#37958 ($1,156,464.87).
Phase I: 9/11/13 (AI#40384), Phase II: 9/17/13 (AI#40560), Phase III: 11/26/13 (AI#41929) and Phase IV: 1/7/14 (AI#42436).

SAA Award Number: 12-SR-48215-01
Federal Grant Award Number: EMW-2012-SS-00018-S01
Grant Period: 09/01/13 to 02/28/14 extended to 8/15/14

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1284-421-00-280-047-5-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year: 12
Account Fiscal Year: 5
County Fiscal Year: 4

Approval of 2014 appropriation of funds for the 2012 Operation Stonegarden Grant in the amount of $12,921.60 for Hidalgo County Sheriff's Office (HCSO).

Sub-Recepient	Expenditure Acct.	Revenue Acct.	Amount
HCSO	4-1284-421-00-280-047-5-XXX	4-1284-331-12-280-047-5-000	12,921.60

Attachments

1
2
cor

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/23/2014 03:24 PM
Budget & Management	Debbie Tamez	07/23/2014 04:52 PM
Rosalinda Cantu	Rosie Cantu	07/25/2014 03:58 PM
Manuel Chapa	Manuel Chapa	07/25/2014 04:18 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 07/23/2014

Final Approval Date: 07/25/2014

4400 South Expressway 281
Edinburg, TX 78542 – 2621

MCA 80/2.3

U.S. Customs and Border Protection

July 23, 2014

MEMORANDUM FOR: Kevin W. Oaks
Chief Patrol Agent
Rio Grande Valley Sector

FROM: Clifton J. Skilbred
Assistant Chief Patrol Agent
Rio Grande Valley Sector

SUBJECT: Operation Stonegarden 2012 Supplemental Grant, Hidalgo County

Forwarded for your review and consideration is a request for the re-allocation of Operation Stonegarden funds submitted by the Hidalgo County Sheriff's Office.

MOVE FROM:
Texas Attorney General's Office

Overtime	**$10,144.00**
Mileage	**$2,777.60**
TOTAL	**$12,921.60**

ALLOCATE TO:
Hidalgo County Sheriff's Office

Overtime	**$10,144.00**
Mileage	**$2,777.60**
TOTAL RE-ALLOCATION	**$12,921.60**

The re-allocation of funds falls within the guidelines of allowable costs as defined in the Homeland Security Grant Program Guidance and Application Kit.

Attachments

Approve/Date: 7/23/2014 Disapprove/Date: _____

Needs Discussion/Date: _____ Modify/Date: _____

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

July 22, 2014

To: Kevin Oaks
Chief Patrol Agent
Rio Grande Valley Sector Headquarters

Thru: Andres Caballero
United States Border patrol
Rio Grande Valley Sector
Program Manager, Operation Stonegarden

RE: Transfer of supplemental funds under 2012 OPSG Funds

Dear Chief Oaks,

The 2012 Operation Stonegarden performance grant period will end August 15, 2014. Total funding awarded to Hidalgo County under Operation Stonegarden 2012 was $3,115,631.78. These funds were shared with sixteen (16) local law enforcement agencies and Texas Department of Public Safety (TXDPS), Texas Parks and Wildlife Division (TPWD) and Office of the Attorney General (OAG) which were invited to participate in 2012 Operation Stonegarden.

The Office of the Attorney General was awarded $24,633.60; however, the agency has opted out of the grant. The Hidalgo County Sheriff's Office is respectfully requesting authorization to make the following changes in the funding.

Office of the Attorney General (OAG):
$10,144.00 (Overtime) to Hidalgo County Sheriff's Office (HCSO)
$ 2,777.60 Mileage (In-County Travel) to Hidalgo County Sheriff's Office (HCSO)
$12,921.60 TOTAL

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

HCSO Total: $ 12,921.60
Grand Total: $ 12,921.60

Your attention to this request will be greatly appreciated since time is of the essence in this request.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

DATE: July 23, 2014

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: Operation Stonegarden 2012

ACCOUNT NUMBER: 4-1284-421-00-280-047-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
4-1284-421-00-280-047-5-131	Overtime Pay
4-1284-421-00-280-047-5-220	FICA
4-1284-421-00-280-047-5-230	Retirement
4-1284-421-00-280-047-5-250	Unemployment Comp.
4-1284-421-00-280-047-5-260	Worker's Comp.
4-1284-421-00-280-047-5-581	Travel in County

TOTAL APPROPRIATIONS

4-1284-331-12-280-047-5-000 **OPERATION STONEGARDEN**

TOTAL REVENUES

REASON: **To appropriate budget for the Operation Stonegarden 2012 Supplemental Sub-Repicie Award from the Department of Homeland Security FEMA originally assigned to OAG.**

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 2012-GA-48215-02

Grant Period: September 1, 2012 to August 15, 2014

/

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST C

hapter

cal Government

AMOUNT
8,341.42
638.12
908.38
47.55
208.53
2,777.60
12,921.60
12,921.60
12,921.60

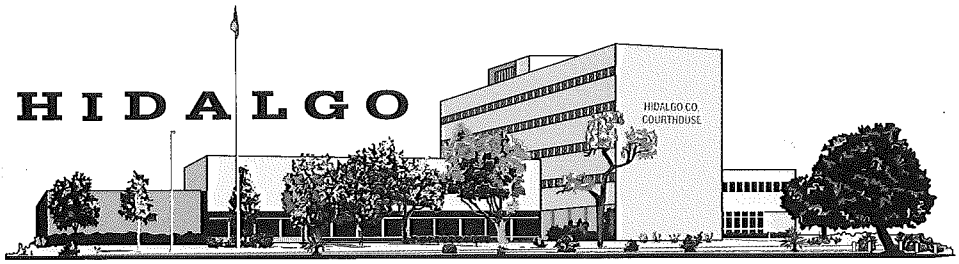
nt Grant

/

DATE

OUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

July 25, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) passed through the Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$12,921.60	Award No. EMW-2012-SS-00018-S01 Operation Stone Garden Program (OPSG)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/28/14
Date

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. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-45672 **Sheriff's Office 10. C.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Commander Gabriel Castaneda **Submitted By:** Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and approval of cell phone upgrade plan through the County's membership/authorization with Contract #DIR-SDD-1777 through Sprint.

Qty	Plan	Monthly Rate
81	Pooled GOV Nation 300 Included Anytime Minutes, Unlimited Data	50.00
	Estimated Monthly Rate for (81) Cell Phones	$4,050.00

BACKGROUND

The (81) cell phones will be Apple I Phone 5 at a cost of $99.99 each. Also included will be Otterbox Defender Cases and Holsters for $35.00.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1229-421-00-280-007-0-532/619

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

BUDGETARY IMPACT:

Funds availabe through Requisition #260724 in the amount of $20,250.00 (object code 532) for the service;

and Requisition #260725 in the amount of $10,934.19 (object code 619) for the equipment.

Attachments

AT&T Rate Plan

Wireless Device Request Form W.2011.2

Requisition #260724

Requisition #260725

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	07/24/2014 08:39 AM
Budget & Management	Debbie Tamez	07/25/2014 04:35 PM
Manuel Chapa	Manuel Chapa	07/25/2014 04:47 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Rosie Hinojosa Started On: 07/23/2014 04:40 PM

Final Approval Date: 07/25/2014

at&t

7/23/2014

Hidalgo County Sheriff's Office

Provided by

	Hector Orellana	*Thomas Molina*
	Account Manager 2	*Account Manager 3*
Phone:	*956-605-4849*	*361-290-2299*
Fax:	*956-630-8403*	
E-mail:	hg9555@att.com	tm2749@att.com
	721 Beech Ave.	801 Caranchua Street
	McAllen, TX 78539	Corpus Christi, TX 7840*

CELLULAR VOICE and DATA ACCESS SERVICES CONTRACT

State of Texas DIR Contract: DIR-SDD-1777

Ban number-
Fan number

Customer contact:
Capt. Richard Ozuna
956-393-6022

Service	Quantity	Retail	DIR Cost	Monthly Cost:
Pooled GOV Nation 300 Included Anytime Minutes, Unlimited Data	81		$50.00	$ 4,050.00

Product	Quantity	Retail	DIR Cost	One Time Cost:
Item SKU: 69412(Apple® iPhone® 5c - 16GB - White)	81	$ 549.99	$ 99.99	$ 8,099.19

Accessory	Quantity	Retail	DIR Cost	One Time Cost:
OtterBox® Defender Series® Black Case and Holster - iPhone 5c	81	$ 50.00	$ 35.00	$ 2,835.00

Buyback offer provided by Saturn Wireless, LLC. See attached bid sheet.

***Payment must be made within 30 days of receiving equipment**			**Total Amount Due:**	See quote price below

****Note: Purchase prior to July 15th to obtain $100 Bill credit per each new line of service with eligible rate plans.**
****Buyback available through 3rd Party partner. Typically offers FREE car chargers for each new device.**

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use *or* ☐ Individual
- ☐ Name Change
- ☑ Equipment Change
- ☑ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☐ Other:

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Various Employees Employee ID#_____ Signature:_____

Department: Sheriff Dept#: 280

Quantity: 81

Service: $50.00/mo (x) 5 months = $20,250.00 Account: 4-1229-421-00-280-007-0 -532

Service: $134.99/mo (x) 1 months = $10,934.19 Account: 4-1229-421-00-280-007-0 -619/~~XXX~~

Requisition Total: 532 - $20,250.00 / 619 - $10,934.19 **Requisition Number:** 260724 / 260725

STIPEND

(1) Employee: _____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature | Commander Gabriel Castaneda (Print Name) | 07/23/14 (Date)

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Date Entered: 7/23/2014
Requisition # : DO260724
Date Approved:
P.O. #

HIDALGO COUNTY SHERIFF'S OFFICE

EXECUTIVE BRANCH

ADMINISTRATION

DATE: 7/23/2014
REQUESTED BY: ROSIE HINOJOSA
ACCOUNT #: 4-1229-421-00-280-007-0
OBJECT # : 532 - WIRELESS DEVICES
CURRENT BALANCE: **$22,328.12**
EXPENDITURE AMOUNT: **$20,250.00**
NEW BALANCE: **$2,078.12**
PURPOSE FOR EXPENDITURE: OPEN PURCHASE ORDER FOR CELL PHONE SERVICE & CHARGES FOR EIGHTY-ONE (81) DEPARTMENT ISSUED CELL PHONES FOR A PERIOD OF (5) MONTHS UNDER CONTRACT DIR-SDD-1777.

LINE #	ITEM & DESCRIPTION	ITEM #	NIGP #	QTY	UOM	UNIT PRICE	AMOUNT
1	POOLED GOVERNMENT NATION 300 INCLUDED ANYTIME MINUTES WITH UNLIMITED TEXT MESSAGING & DATA - (81) CELL PHONES @ $50.00 MONTHLY = $4,050.00		915-75	5	MONTHS	$4,050.00	$20,250.00
2							$0.00
3							$0.00

GRAND TOTAL: **$20,250.00**

EXPECTED DELIVERY DATE: AS NEEDED BASIS

AWARDED VENDOR:
AT&T MOBILITY
P.O. BOX 6463
CAROL STREAM, IL 60197-6463

INTERNAL NOTES:

VENDOR UNDER CONTRACT DIR-SDD-1777

AUTHORIZED BY _____
DIVISION COMMANDER

REVIEWED BY JUAN TAPIA
PROCUREMENT SPECIALIST

REVIEWED BY EMILIA URIEGAS
BUDGET MANAGER

APPROVED BY GABRIEL CASTANEDA
COMMANDER

Date Entered: 7/23/2014
Requisition # : 00260725
Date Approved:
P.O. #

HIDALGO COUNTY SHERIFF'S OFFICE

EXECUTIVE BRANCH

ADMINISTRATION

DATE: 7/23/2014
REQUESTED BY: ROSIE HINOJOSA
ACCOUNT #: 4-1229-421-00-280-007-0
OBJECT # : 619 - OTHER MISCELLANEOUS SUPPLIES
CURRENT BALANCE: **$18,460.95**
EXPENDITURE AMOUNT: **$10,934.19**
NEW BALANCE: **$7,526.76**
PURPOSE FOR EXPENDITURE: PURCHASE OF CELL PHONES AND ACCESSORIES.

LINE #	ITEM & DESCRIPTION	ITEM #	NIGP #	QTY	UOM	UNIT PRICE	AMOUNT
1	APPLE I PHONE 5		839-35	81	EA	$99.99	$8,099.19
2	OTTERBOX DEFENDERS FOR I PHONE 5		839-12	81	EA	$35.00	$2,835.00
3							$0.00

GRAND TOTAL: **$10,934.19**

EXPECTED DELIVERY DATE: AS NEEDED BASIS

AWARDED VENDOR:
AT&T MOBILITY
P.O. BOX 6463
CAROL STREAM, IL 60197-6463

INTERNAL NOTES:

VENDOR UNDER CONTRACT DIR-SDD-1777

AUTHORIZED BY _____ DIVISION COMMANDER

REVIEWED BY JUAN TAPIA PROCUREMENT SPECIALIST

REVIEWED BY EMILIA URIEGAS BUDGET MANAGER

APPROVED BY GABRIEL CASTANEDA COMMANDER

AI-45678 **Emergency Management 12. A.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Oscar Montoya **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Requesting consideration and authorization for Hidalgo County Emergency Management to apply for the FY2015 State Homeland Security Program (SHSP) and Law Enforcement Terrorism Prevention Activities (LETPA) Grant from the State Administrative Agency.
2. Requesting authorization for the County Judge to sign the FY 2015 Homeland Security Grant Program Application.

BACKGROUND

The FY2015 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), Law Enforcement Terrorism Prevention Activities (LETPA) for LRGVDC Local Governments is officially open. The LRGVDC will be allocating funds to eligible jurisdictions based on the FY2014 HSGP guidance, eligibility requirements, and amounts received from the State Administrative Agency (SAA) for our region. As in years past, the LRGVDC through its Homeland Security Advisory Committee (HSAC) has developed the attached application which will be used for FY2015 SHSP/LETPA funding requests.

It is predicted that FY2015 HSGP funding may increase; however, planning for a reduction of funding is highly recommended, especially since funding resources continue to decrease and/or streamlined by the state and federal agencies. Your agency should conduct a good assessment of your current capabilities to determine the funds you need in order to continue to sustain those capabilities. Based on the FY2014 HSGP, the minimum expected to be awarded to our region is $490,029.98. You may submit projects up to but not to exceed the minimum expected amount.

The FY2015 HSGP Guidance and final eligibility will be released by the State Administrative Agency at a later date.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Authorization to apply...

No local match

Applications are due by August 8, 2014

Attachments

application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/24/2014 02:12 PM
Manuel Chapa	Manuel Chapa	07/25/2014 02:42 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: SANDRA DELEON Started On: 07/24/2014 10:19 AM

Final Approval Date: 07/25/2014

Lower Rio Grande Valley Development Council

FY 2015 Homeland Security Grant Program
Local Jurisdiction Project Worksheet

APPLICATIONS ARE DUE BY AUGUST 8, 2014, 11:59 PM.

*Late applications will not be accepted, or considered for review.

NOTE: (All sections are mandatory. Failure to provide this accurate information will result in application disqualification and will not be reviewed by the HSAC) The boxes for text fields will expand if necessary as you type. To make your selection on section 1, 2, 9, 16, 17, and 18 double click on the desired box, a "check box form field option" window will automatically open, then click "Checked" in the default value, and then ok. Please complete all sections of the application; write "N/A" if it does not apply.

REFER TO THE ATTACHED INSTRUCTIONS FOR COMPLETION AND SUBMISSION DETAILS.

Applicant/Jurisdiction:	
Point of Contact:	
Title:	
Phone:	
Email:	

---

1. **Select the most relevant Investment Category - (one application per project)**
   - ☐ **Interoperable Communications**
   - ☐ **Sustaining Regional Response Teams Capabilities**
   - ☐ **Critical Infrastructure**

2. **Fund Source and Project Title- State Homeland Security Program (SHSP) or Law Enforcement Terrorism Prevention Activities (LETPA)**
   - ☐ SHSP
   - ☐ LETPA (25% of the total allocation must go toward allowable Law Enforcement Terrorism Prevention Activities)
   - ☐ Check the box if your request is scalable? (committee is authorized to grant or reduce your request)
   - ☐ Check the box if this project supports a NIMS Typed Resource? (i.e. Teams, Training, or Equipment)
   - ☐ Check the box if this project would have been funded under a different program in previous years:

     Name of Program: _____ (Example: BZPP, IEGP, CJD, COPS MMRS)

Project Title (should be specific, for example, "City of XXX Equipment and Training for Special Response Teams")

Important Note: The responses to the remainder of the application must be consistent with the following regional documents. 1. LRGVDC 2014 Homeland Security Strategic Implementation Plan (HSSIP). 2. Threat and Hazard Identification and Risk Assessment (THIRA); 3. State Preparedness Report (SPR). 4. Texas Homeland Security Guidance 2014. The information that you provide is subject to local committee and state review and will determine funding awards. Refer to attached instructions.

3. **Choose the Goal, Objective, and Priority Action identified in the 2014 HSSIP that is associated with this proposal:**

4. **Describe the project and the activities that will be implemented. Include information about building, or sustaining NIMS Typed Resources (i.e. Teams, Training, or Equipment):**

5. **Describe the threats and hazards that create the need for the project:**

6. **Describe the capability gap(s) that will be addressed:**

7. **How will this project reduce the capability gap(s):**

8. **Measuring project impact: List 3-5 specific performance outcome/outputs that can be used to measure the success of the project:**

Outcome 1:

Outcome 2:

Outcome 3:

Output 1:

Output 2:

Output 3:

9. Identify the investment focus of the project. *(Select one, but not both. If necessary, submit two)*

Priority will be given to sustaining capabilities. Applicants must ensure that requested funds maintain current capabilities that were funded by past HSGP funding cycles or other funding sources. New capabilities should not be built at the expense of essential capabilities. If new capabilities are being built utilizing HSGP funding, applicants must ensure that the new capabilities are able to be deployable outside of their community through the Emergency Management Assistance Compact (EMAC), regional and national efforts. Exceptions to this are fixed resources such as fusion center capabilities.

- ☐ Builds new capabilities
- ☐ Sustains existing capabilities

Notes:

10. Regional Impact *(An answer to this question is required. Explain the regional impact of this project.)*

An answer to this question is required for projects that build new capabilities as well as projects that sustain existing capabilities; however, as a requirement of HSGP guidance, if new capabilities are being built utilizing HSGP funding, grantees must ensure that the capabilities are able to be deployable outside of their community to support regional and national efforts. Please address how the project will meet this condition, if applicable. Exceptions to this requirement are for fixed resources such as fusion center capability.

11. Describe existing capability levels and prior homeland security funded projects that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY2014 funds.

Discuss major milestones, purchases, training activities, or other implementation steps that have been, or will have been started and/or completed before the application of FY 2014 HSGP funds. Include in your description specific reference to prior grant funded projects specific project proposal but also mention activities funded locally or through other sources.

12. Project Sustainability *(Explain the long-term approach to sustaining the capabilities developed by this project.)*

13. In-kind and/or Local Matching Funds for this project. *(No federal and state match is required for FY2014.)*

14. **Budget** *(Section is mandatory. Failure to provide this accurate information will result in application disqualification and will not be reviewed by the HSAC):* The expenditure categories are **Equipment, Planning, Organization, Training, and Exercises.** Please attach quotes, if available. AEL can be found at: https://www.llis.dhs.gov/knowledgebase .

Item	AEL Code	Category (Select from item 12)	Quantity	Unit Cost	Total
Total					

15. **Enter the amount of funding for each category.**

Category	SHSP	SHSP LETPA	TOTAL
Planning			
Organization			
Equipment			
Training			
Exercise			
Total:			

16. **Is this project part of a multi-jurisdiction project?** *(Check box if "Yes.")* ☐
If "Yes," list the other participating jurisdictions.

Jurisdiction

17. Please select applicable Core Capabilities and indicate amount of funding for each. (Please indicate the percentage of funds expected to be allocated in each discipline. Use all disciplines that apply):

	Core Capability	**Funding Amount**	**Percentage of Total**
☐	Access Control and Identity Verification	$0.00	0.00%
☐	Community Resilience	$0.00	0.00%
☐	Critical Transportation	$0.00	0.00%
☐	Cyber Security	$0.00	0.00%
☐	Economic Recovery	$0.00	0.00%
☐	Environmental Response/Health and Safety	$0.00	0.00%
☐	Fatality Management Services	$0.00	0.00%
☐	Forensics and Attribution	$0.00	0.00%
☐	Health and Social Services	$0.00	0.00%
☐	Housing	$0.00	0.00%
☐	Infrastructure Systems (Recovery Focus)	$0.00	0.00%
☐	Infrastructure Systems (Response Focus)	$0.00	0.00%
☐	Intelligence and Information Sharing (Prevention Focus)	$0.00	0.00%
☐	Intelligence and Information Sharing (Protection Focus)	$0.00	0.00%
☐	Interdiction and Disruption (Prevention Focus)	$0.00	0.00%
☐	Interdiction and Disruption (Protection Focus)	$0.00	0.00%
☐	Long-term Vulnerability Reduction	$0.00	0.00%
☐	Mass Care Services	$0.00	0.00%
☐	Mass Search and Rescue Operations	$0.00	0.00%
☐	Natural and Cultural Operations	$0.00	0.00%
☐	On-Scene Security and Protection	$0.00	0.00%
☐	Operational Communications	$0.00	0.00%
☐	Operational Coordination	$0.00	0.00%
☐	Physical Protective Measures	$0.00	0.00%
☐	Planning	$0.00	0.00%
☐	Public and Private Services & Resources	$0.00	0.00%
☐	Public Health & Medical Services	$0.00	0.00%
☐	Public Information and Warning	$0.00	0.00%
☐	Risk and Disaster Resilience Assessment	$0.00	0.00%
☐	Risk Management for Protection Programs and Activities	$0.00	0.00%
☐	Screening, Search, and Detection (Prevention Focus)	$0.00	0.00%
☐	Screening, Search, and Detection (Protection Focus)	$0.00	0.00%
☐	Situational Assessment	$0.00	0.00%
☐	Supply Chain Integrity & Security	$0.00	0.00%
☐	Threat and Hazard Identification	$0.00	0.00%
	Total Calculations:	$0.00	0.00%

18. Time period for completion of project.

Please avoid selecting the longest period provided in the option. All projects must be completed within the performance period provided in the subrecipient award, which is to be determined. Please be advised that extensions will only be considered for the most compelling legal, policy, or operational challenges that were unforeseeable at project outset. Do not submit proposals for projects that cannot realistically be completed within the performance period provided.

- ☐ 1 – 4 Months
- ☐ 5 – 8 Months
- ☐ 9 – 12 Months
- ☐ 13 – 16 Months
- ☐ 17 – 20 Months

19. List 3 to 5 milestones of this project, and then list the intended completion date for each milestone. Milestones should occur throughout the project.

Indicate the intended start date for the project, and provide 3 to 5 milestones with the intended completion date for each milestone. A milestone is a reference point that marks a major event in a project and is used to monitor the project's progress. The milestones for a project should present a clear sequence of events that will incrementally build up to completion of the project. All dates must be in MM/DD/YYYY format.

Milestone 1: Intended Start Date:_____ Milestone Intended Completion Date:_____

Milestone 2: Intended Milestone Completion Date:_____

Milestone 3: Intended Milestone Completion Date:_____

Milestone 4: Intended Milestone Completion Date:_____

Milestone 5: Intended Milestone/Project Completion Date:_____

Disclaimer: I certify, by signing below, that the information provided in this submission is accurate. By signing, I am indicating that I am authorized to submit this project by my governing body. I understand any jurisdiction must meet eligibility requirements to receive funding. I also understand this project proposal serves as a request for consideration for grant funding. There is no guarantee of award by submitting this request. I understand that if this project is funded I will complete all necessary actions listed in the grant sub-recipient agreement and special terms and conditions. I understand that any variation to an approved project must be submitted through the formal change request process. Additionally, the change must be authorized by the Homeland Security Advisory Committee and should a change request be denied, funds can be reallocated back to the COG for another project or jurisdiction. I also understand that if awarded, I will be responsible for the maintanenance and upkeep of equipment purchased with HSGP funds for the life duration of the equipment (due to fact that equipment is a deployable asset), or until equipment is disposed of legally, or transferred legally to the custody of another jurisdiction/agency.

Signature of Requestor (Point of Contact)

Signature | Date

Printed Name of Requestor | Title

Signature of Authorized Offical (Judge, Mayor, City Manager, CFO)

Signature | Date

Printed Name of Authorized Official | Title

AI-45518 **Urban County 13. A.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Irene Montoya **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts with A-One Insulation for the demolition and reconstruction of the following:

1. (1) Unit in the City of Mercedes, (1) unit in the City of Weslaco and (1) unit in the Countywide area. Total contracts amount is $172,100.00 to A-One Insulation.

BACKGROUND

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on June 3 & 24, 2014. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, July 9, 2014.

FY'11 Rehab Prog.
Funds Available: $108,930.84

FY'12 Rehab Prog.
Funds Available: $375,740.56

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By Steve Crain
Date: June 19, 2013

Attachments

Felix & Amelia Fonseca Construction
Francisco & Diana Herrera Construction
Maria A. Medina Construction
A One Insurance & Bid Tabulation Sheet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/16/2014 02:16 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Olga Lerma Started On: 07/14/2014 04:51 PM

Final Approval Date: 07/25/2014

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **July 29, 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: **Felix & Amelia Fonseca**

BORROWER'S ADDRESS:

1030 Jones Ave.,
Mercedes, TX 78570

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
427 E. Duranta Ave., Suite 107,
Alamo, Texas 78516

CONTRACTOR: **Raymundo Carrisales, A-One Insulation**

CONTRACTOR'S ADDRESS:

1006 E. Ferguson Ave.
Pharr, Texas 78577

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$56,500.00**, 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 **$56,500.00**, 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: **$56,500.00**

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 (15th) 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:

_____

Felix Fonseca

_____

Amelia P. Fonseca

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: **Raymundo Carrisales**
Its: **Owner of A-One Insulation**

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 **29th** day of **July 2014**, by **Felix Fonseca.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **29th** day of **July 2014**, by **Amelia P. Fonseca.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **29th** day of **July 2014**, by **Raymundo Carrisales, Owner of the A-One Insulation,** 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 RAYMUNDO CARRISALES, A-ONE INSULATION, AT 1006 E. FERGUSON ST., PHARR, TEXAS 78577 NOT LATER THAN MIDNIGHT OF JULY 31, 2014.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

Felix Fonseca

_____

Amelia P. Fonseca

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

All of Lot 3 Block 4 of the Garden Park Subdivision, an addition to the City of Mercedes, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

FONSECA RESIDENCE

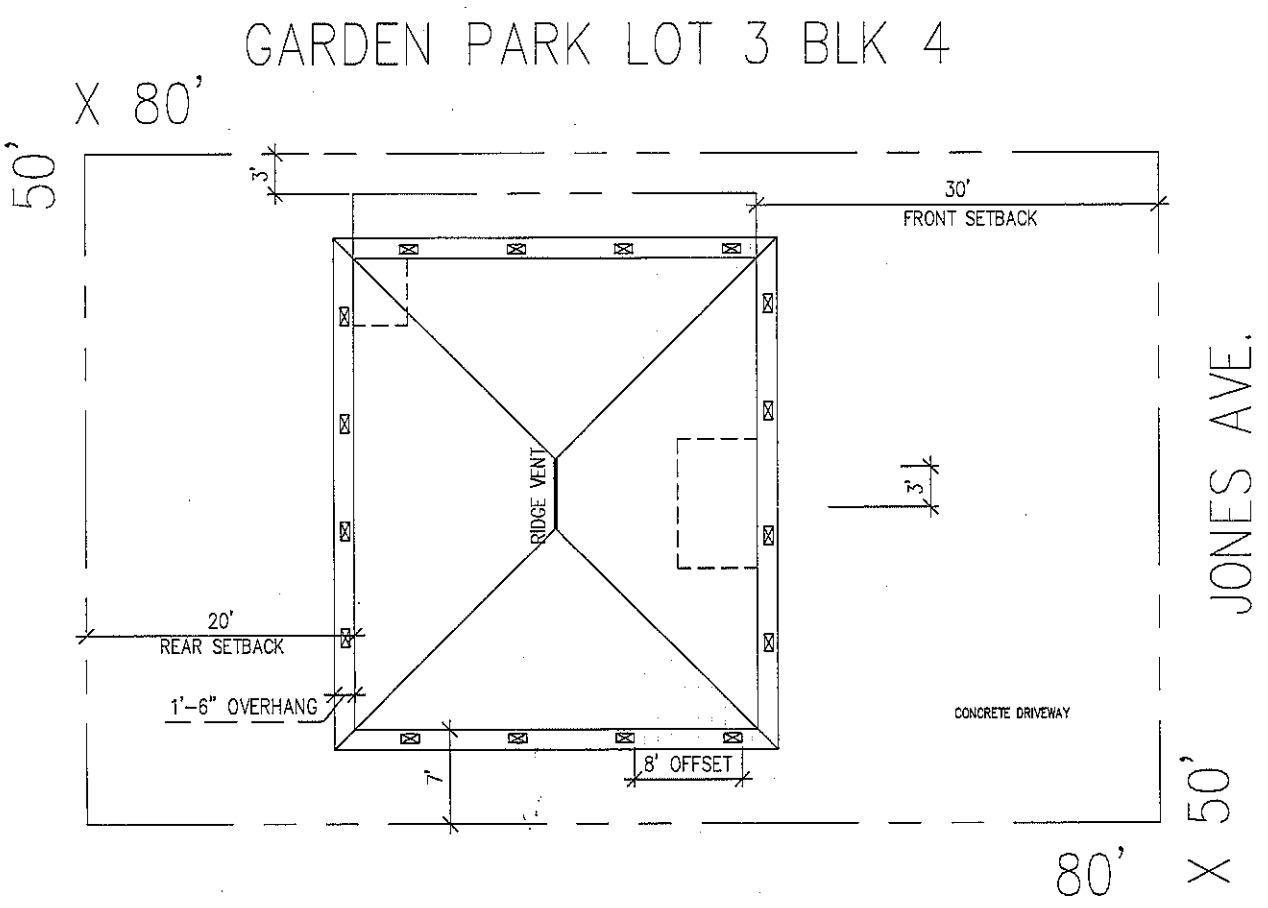
URBAN COUNTY PROGRAM
427 E. DURANTA AVE. ALAMO
(956) 787-8127

FELIX FONSECA
1030 JONES AVE. MERCEDES
(956) 975-7989

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
1055 SQ. FT.

FELIX FONSECA
1030 JONES AVE. MERCEDES, TX



NOTE:

Please verify with city/county on setbacks and for any requirements reguarding sidewalk, landscaping and any other obligations as per city regulations/ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS. require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
Install both a ramp, steps and railings as per owners request of location.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.
House to be built on original location.

Driveway to be 12'X 25'minimum, remain distance is to street if any is to be of asphalt, caliche or concrete.

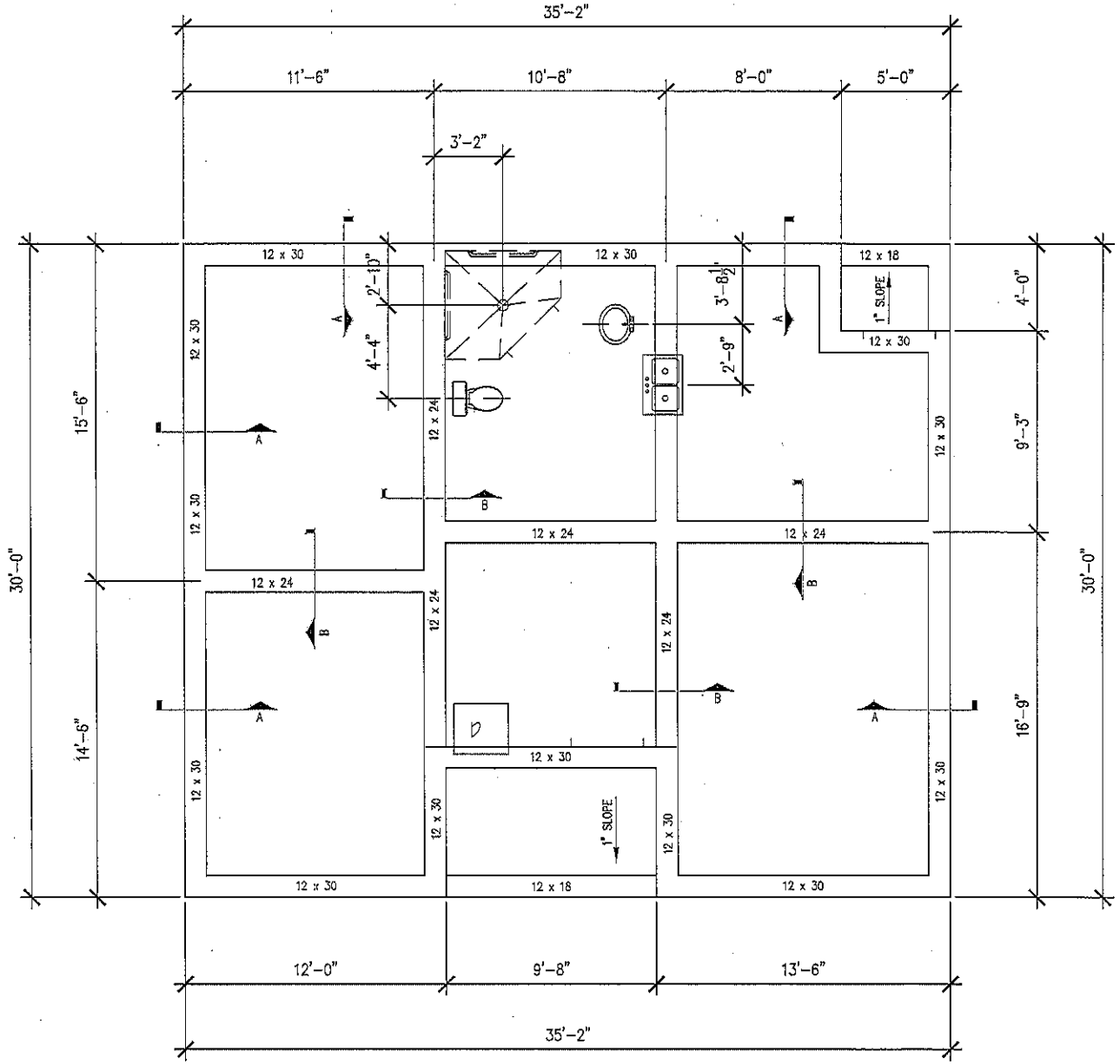
1 ROOF/ PLOT PLAN

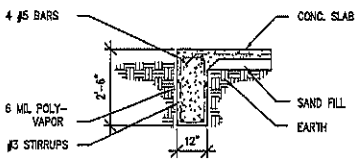
XREF SCALE: 1" = 1'-0"

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
1055 SQ. FT.

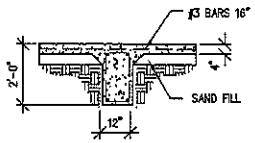
FELIX FONSECA
1030 JONES AVE. MERCEDES, TX





A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS $ INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

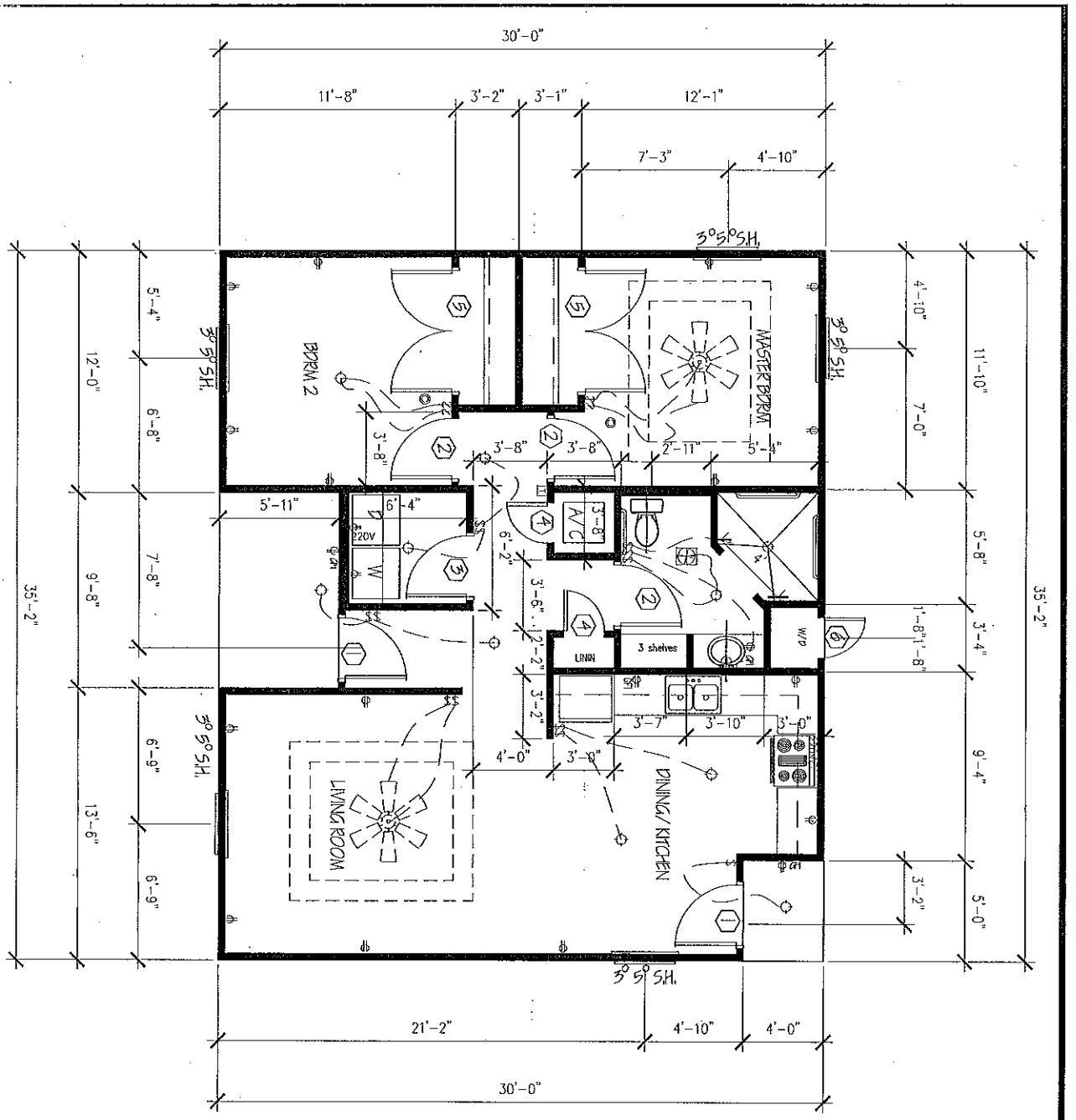
-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

FOUNDATION PLAN

TOTAL AREA
1055 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

FELIX FONSECA
1030 JONES AVE. - MERCEDES



SQUARE FOOTAGE

LIVING AREA	978
PORCH / PATIO	77
TOTAL SQ. FT.	1055

ELECTRICAL LEGEND

WH WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT.	$ LIGHT SWITCH
220v 220v DUPLEX ELECTRICAL RECEPTACLE	T THERMOSTAT
GFI GROUND FAULT CIRCUIT INTERRUPTER	SD SMOKE DETECTOR
BATHROOM EXHAUST FAN	

DOOR SCEDULE

DR#	TASK	SIZ X 6"	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PREP HOLES	3°	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY/ LOCK W/ DEADBOLT
2	INSTALL NEW UNIT	3°	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2⁸	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2°	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	(2) 2°	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2°	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES . . .

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1'-5" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIONS FOR A GAS / ELECTRIC STOVE.
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

GAS WATER HEATER

EXTERIOR COLOR CHOICES TO BE OR MATCH:
TORCHLIGHT SW 6374 WHITE
trim
INTERIOR COLOR CHOICES TO BE OR MATCH:
WHITE
trim
WOODWORK SW 6338
wall

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 23 DAY OF JULY 2014

Felix Fonseca

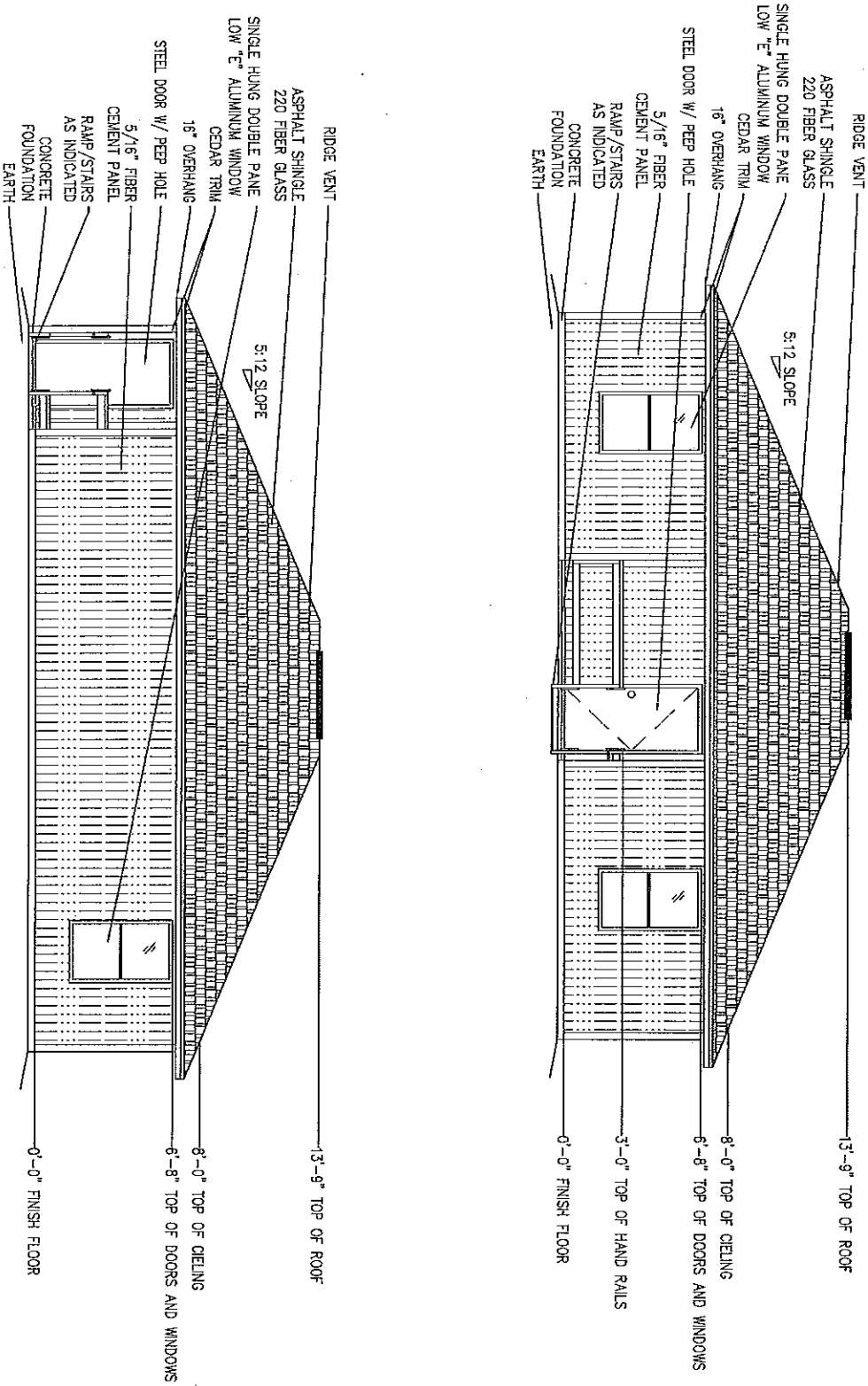
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

2 OF 7

FELIX FONSECA
1030 JONES AVE. MERCEDES, TX

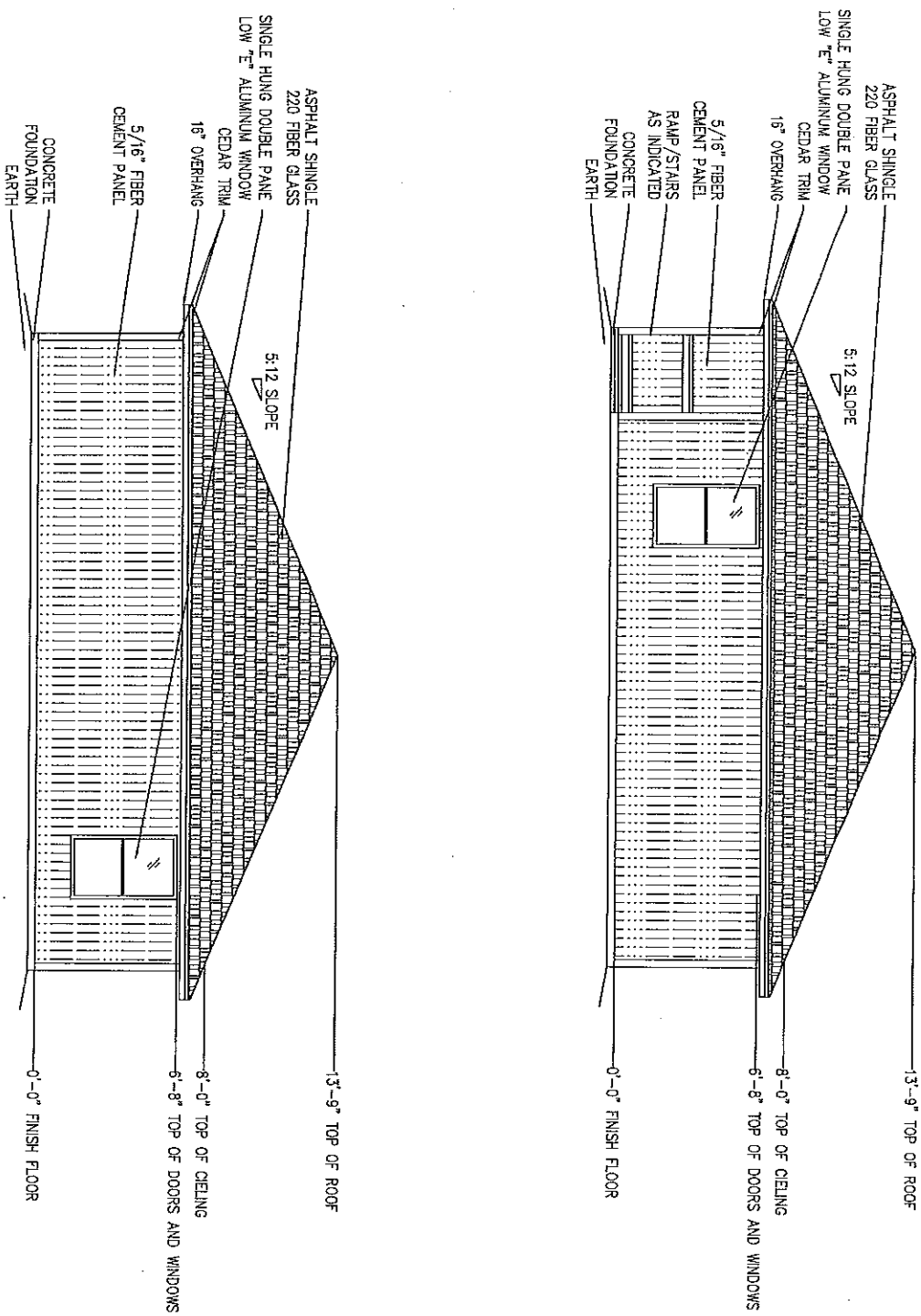
TOTAL AREA
1055 SQ. FT.



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

5 OF 7	FELIX FONSECA 1030 JONES AVE. MERCEDES, TX	TOTAL AREA 1055 SQ. FT.



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

6 OF 7	FELIX FONSECA 1030 JONES AVE. MERCEDES, TX	TOTAL AREA 1055 SQ. FT.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) FELIX FONSECA CASE NO.: ME 50-14-01 DATE: 6/23/14 ADDRESS: 1030 JONES AVE MERCEDES, TX PHONE: 956-795-7989 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., **FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.**
  - **INSTALL BOOT TIES IN EVERY CORNER** OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (**no black shingles**)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

*ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.** ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MIN).*

9. SIDING:

*THE SIDING SHALL BE 5/16" FIBER CEMENT WITH **ALL CEDAR TRIM TO ENTIRE HOUSE.***

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS

BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

*PROVIDE & INSTALL A **16 SEER CENTRAL** AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS ***(demo to final inspection)***
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Felix Fonseca

NAME OF APPLICANT

Amelia P. Fonseca

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	July 29, 2014
Demolition	August 7, 2014
Construction Start	August 8, 2014
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	November 4, 2014

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$56,500.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$56,500.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **July 29, 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: **Francisco & Diana G. Herrera**

BORROWER'S ADDRESS:

808 Water St.,
Weslaco, Texas 78596

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
427 E. Duranta Ave., Suite 107,
Alamo, Texas 78516

CONTRACTOR: **Raymundo Carrisales, A-One Insulation**

CONTRACTOR'S ADDRESS:

1006 E. Ferguson Ave.
Pharr, Texas 78577

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$59,300.00**, 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 **$59,300.00**, 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: **$59,300.00**

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 (15th) 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:

_____

Francisco Herrera

_____

Diana G. Herrera

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: **Raymundo Carrisales**
Its: **Owner of A-One Insulation**

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 **29th** day of **July 2014**, by **Francisco Herrera.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **29th** day of **July 2014**, by **Diana G. Herrera.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **29th** day of **July 2014**, by **Raymundo Carrisales, Owner of the A-One Insulation, 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 RAYMUNDO CARRISALES, A-ONE INSULATION, AT 1006 E. FERGUSON ST., PHARR, TEXAS 78577 NOT LATER THAN MIDNIGHT OF JULY 31, 2014.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

Francisco Herrera

_____

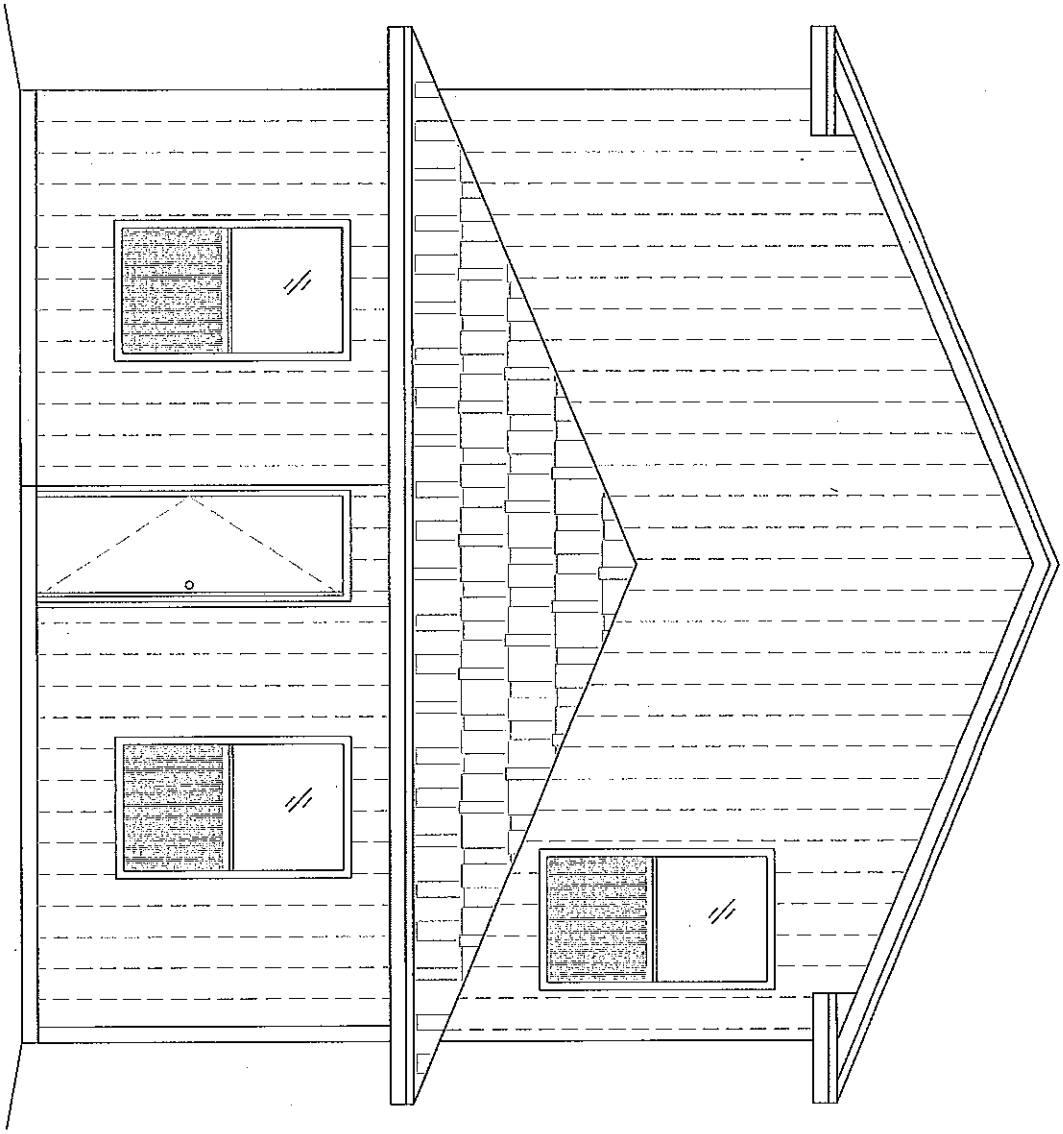
Diana G. Herrera

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 7 Block 6, Villa Vista Subdivision Part No. 1, an addition to the City of Weslaco, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

FRANCISCO & DIANA HERRERA
808 WATER ST - WESLACO
956-375-9488



HERRERA RESIDENCE

URBAN COUNTY PROGRAM
427 E. DURANTA STE 107 - ALAMO, TX
956-787-8127

URBAN COUNTY PROGRAM

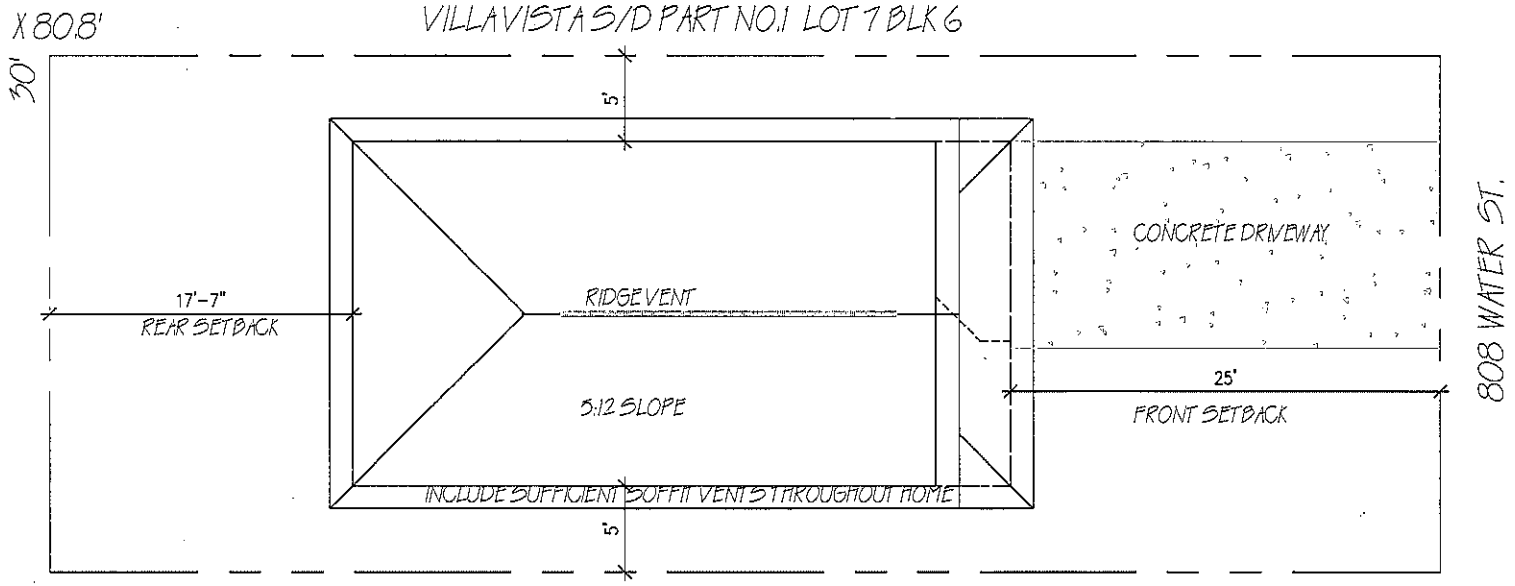
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PAGE 1

FRANCISCO & DIANA HERRERA

808 WATER ST - WESLACO

LIVING AREA
1396 SQ. FT.



NOTE:

Please verify with city/county on setbacks and for any requirements regarding sidewalks, driveways, landscaping,a nd any other obligations as per city regulations and/or ordinances. Remember to provide 6" of landscape dirt around the home with sufficient grass seed up to 10' of perimeter. Install both a ramp, steps and railings as per owners request of location. In addition, remember to replace septic tank if needed and is more than 10 years old..

Also, any house that is made for handicap accessibility will ALWAYS require driveway with connecting sidewalk to ramp.

EFFECTIVE IMMEDIATELY:

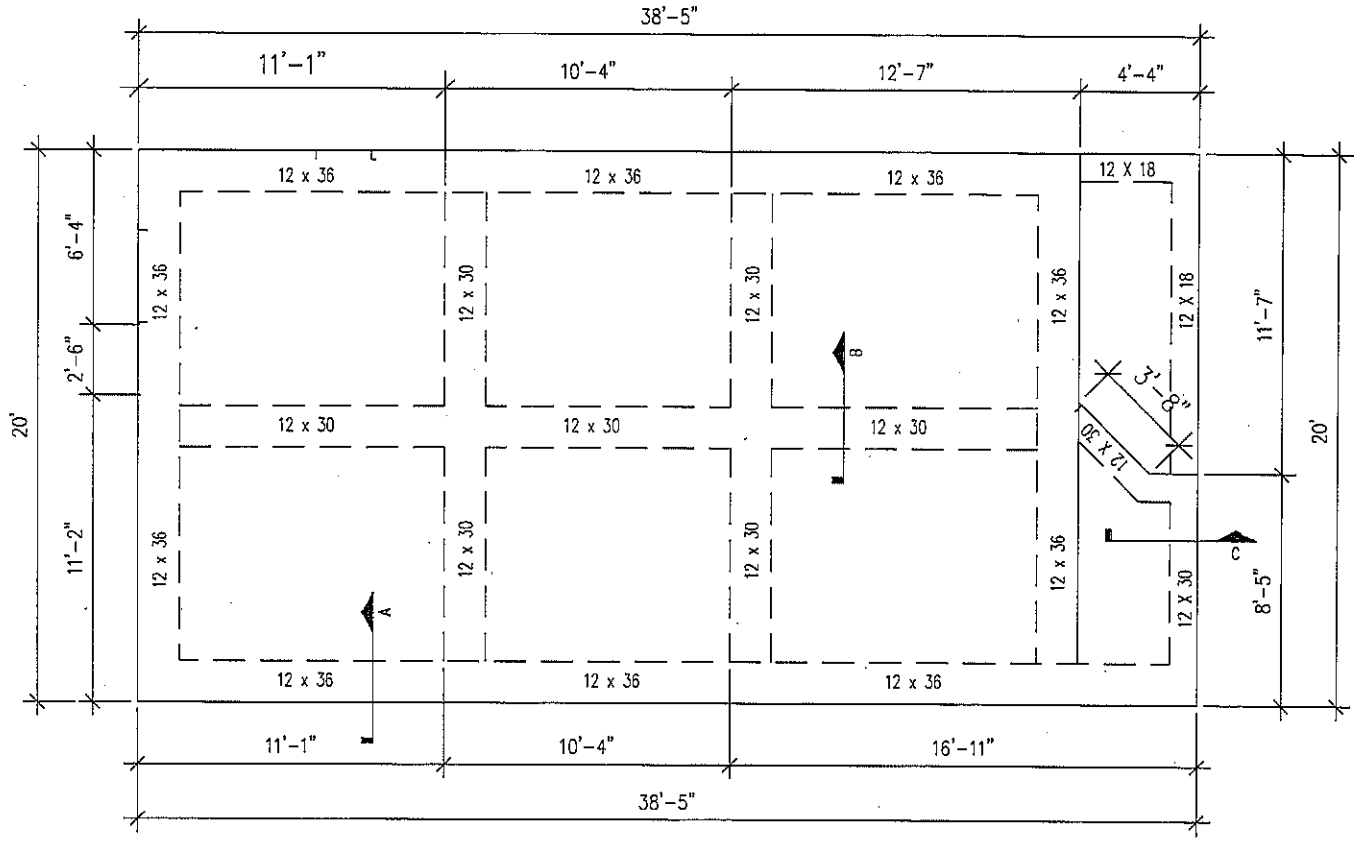
It is now required that all contractors be responsible for hiring an engineer to survey ALL properties before the start of foundation in order to avoid any potential problems that can occur such as impeding fences, not being able to locate rods, etc.

CONTRACTOR MUST CONFIRM & GET APPROVAL FROM CITY TO ENSURE THAT PROPERTY SIZE AND SETBACKS ARE CORRECT PRIOR TO STARTING CONSTRUCTION!

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

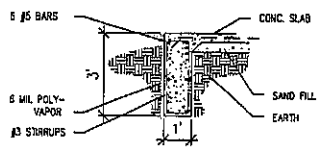
FRANCISCO & DIANA HERRERA
808 WATER ST - WESLACO

LIVING AREA
1396 SQ. FT.



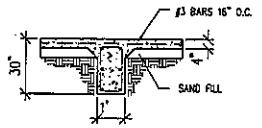
1 FOUNDATION

XREF SCALE: N.T.S.



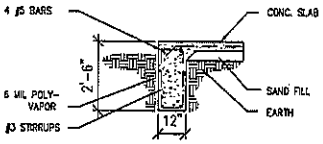
A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X36" WITH 6 #5 BARS CONT. TOP, BOTTOM & MIDDLE WITH #3 STIRRUPS @ 20" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 18"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 16" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



C-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM IWTH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 18"X36" WITH 4 #5 BARS CONT. TOP & BOTTOM IWTH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 18"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS $ INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

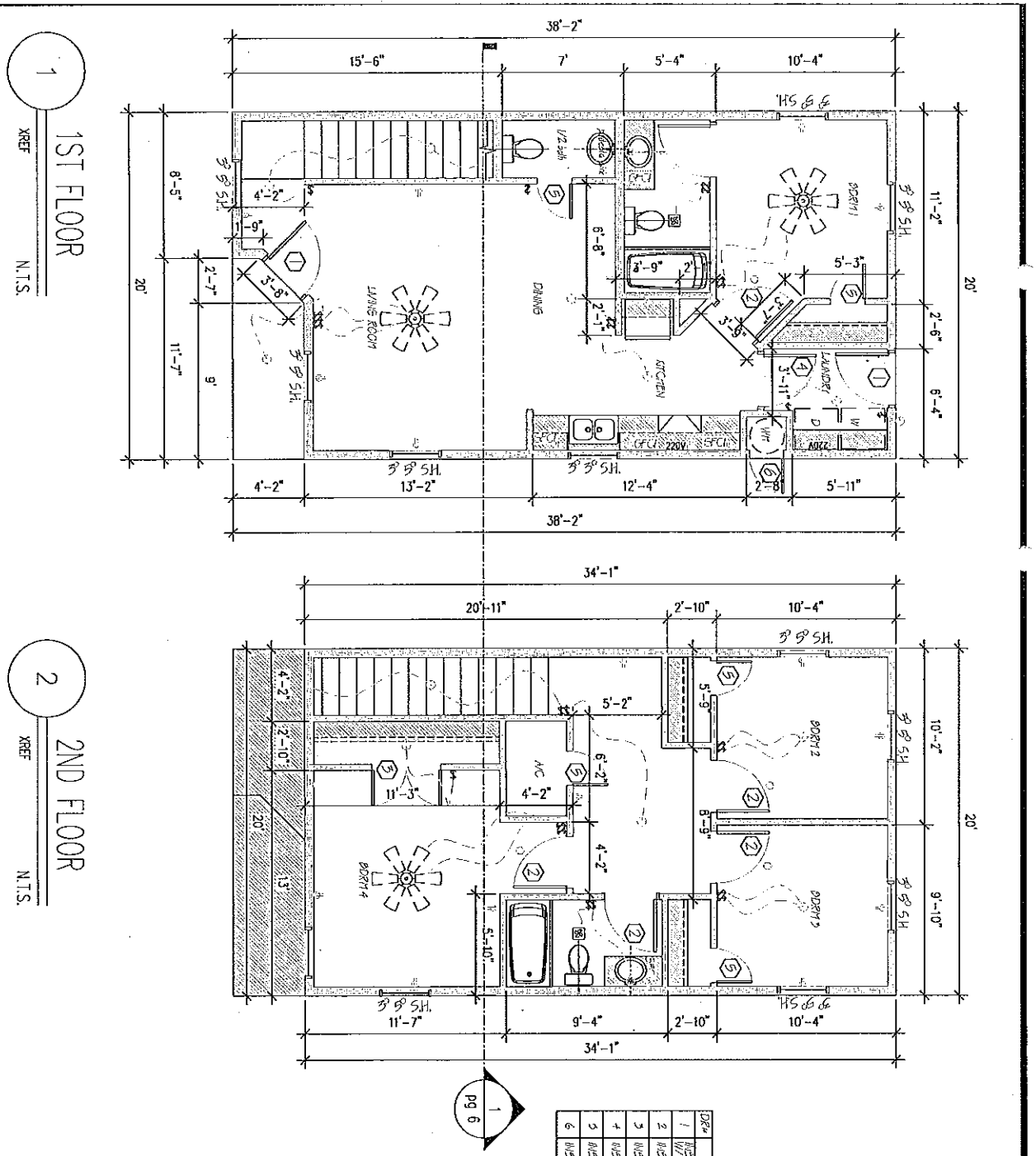
-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

LIVING AREA
1396 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

FRANCISCO & DIANA HERRERA
808 WATER ST - WESLACO



SQUARE FOOTAGE

1st FLOOR	721
2ND FLOOR	635
PORCH	41
TOTAL SQ FT	1396

ELECTRICAL LEGEND

WH WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT.	$ LIGHT SWITCH
220V ELECTRICAL RECEPT. SIZE	T THERMOSTAT
GFCI SECURITY DUPLEX RECEPT. W/ INTERRUPTER	SMOKE DETECTOR

DOOR SCHEDULE

DR#	TASK	SIZE	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3'0	VERT. SLIDING PROFILE TRIM KIT	LEVER TYPE ENTRY LOCK W/ DEADBOLT
2	INSTALL NEW UNIT	3'0	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	(2) 2'0	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	3'0	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	2'0	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2'0	METAL DOOR	LOCK WITH DEADBOLT

GENERAL NOTES

- 5/12 SLOPE WITH 16" OVERHANG
- SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
- INSTALL RAILINGS 5 STEPS WHERE FINISH GRADE IS LOWER THAN 8" FROM PORCH FLOOR
- INSTALL FRONT HOUSE ADDRESS CONNECTIONS IN ALL BDRMS AND LIVING RM.
- MUST COMPLY WITH CITY OR COUNTY ORDINANCES AND REQUIREMENTS
- PLEASE INSTALL COMPLETIONS FOR A 6/15 / ELECTRIC SPOUT
- HB 2376 REQUIRES PROPERTY OWNER INSTALL A 6/15 / ELECTRIC WATER HEATER
- EXTERIOR WALLS TO BE 2X6 TREATED LUMBER!

INT. WALL COLOR: Washed Sand 13-1103 — INT. TRIM COLOR: Autumn Tobacco Tan (Olympic)

EXT. WALL COLOR: Driftwood Stain 15-1109 — EXT. TRIM COLOR: 022-A Teal Tea (Olympic)

(Exterior Latex/Acrylic Based)

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS ____ DAY OF _____ 2014

Francisco Herrera
Diana Herrera

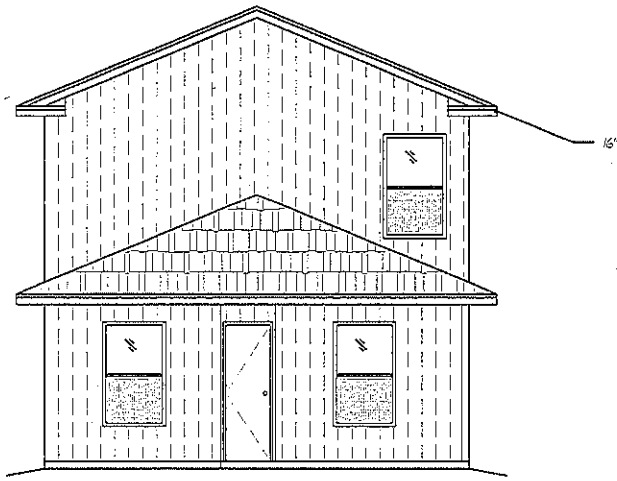
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PAGE 4

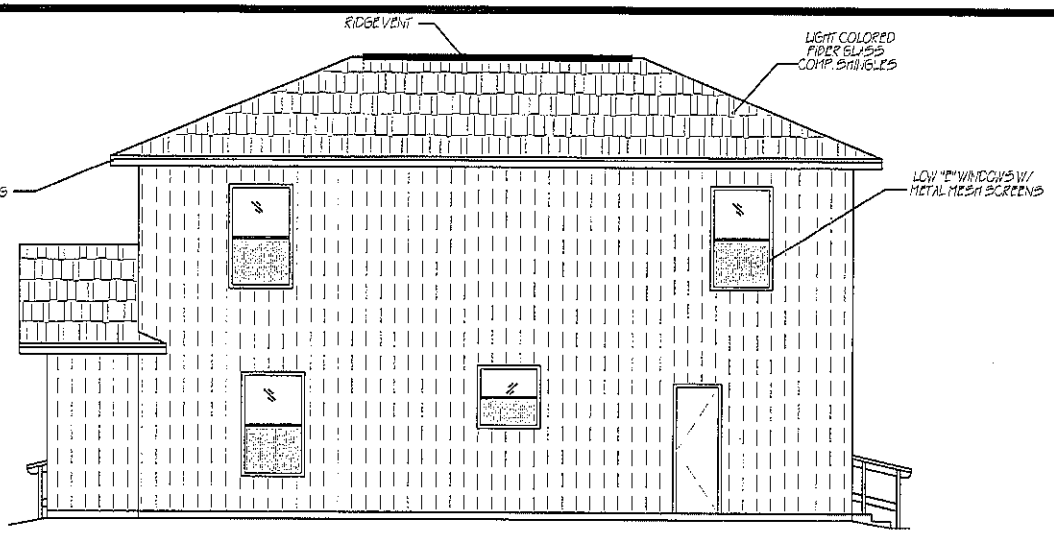
FRANCISCO & DIANA HERRERA
808 WATER ST - WESLACO

LIVING AREA
1396 SQ. FT.



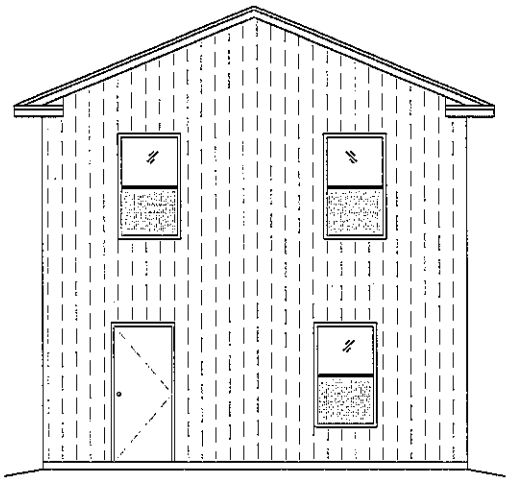
1 FRONT ELEVATION

XREF SCALE: N.T.S.



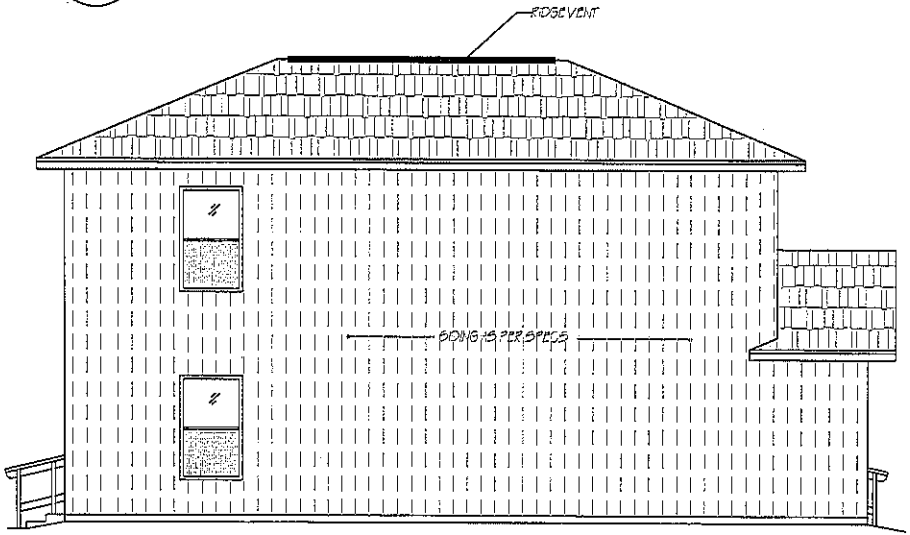
2 RIGHT ELEVATION

XREF SCALE: N.T.S.



3 BACK ELEVATION

XREF SCALE: N.T.S.



4 LEFT ELEVATION

XREF SCALE: N.T.S.

LIVING AREA
1396 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

FRANCISCO & DIANA HERRERA
808 WATER ST - WESLACO

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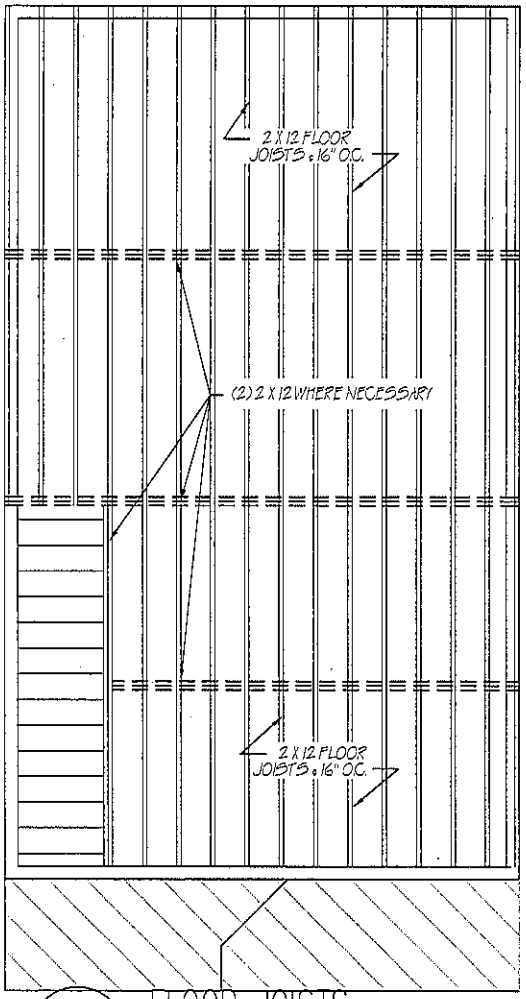
NOTE: USE PRE ENGINEERED WEB TRUSSES
@ 24" O.C. TO ALLOW FOR A/C DUCT SPACING



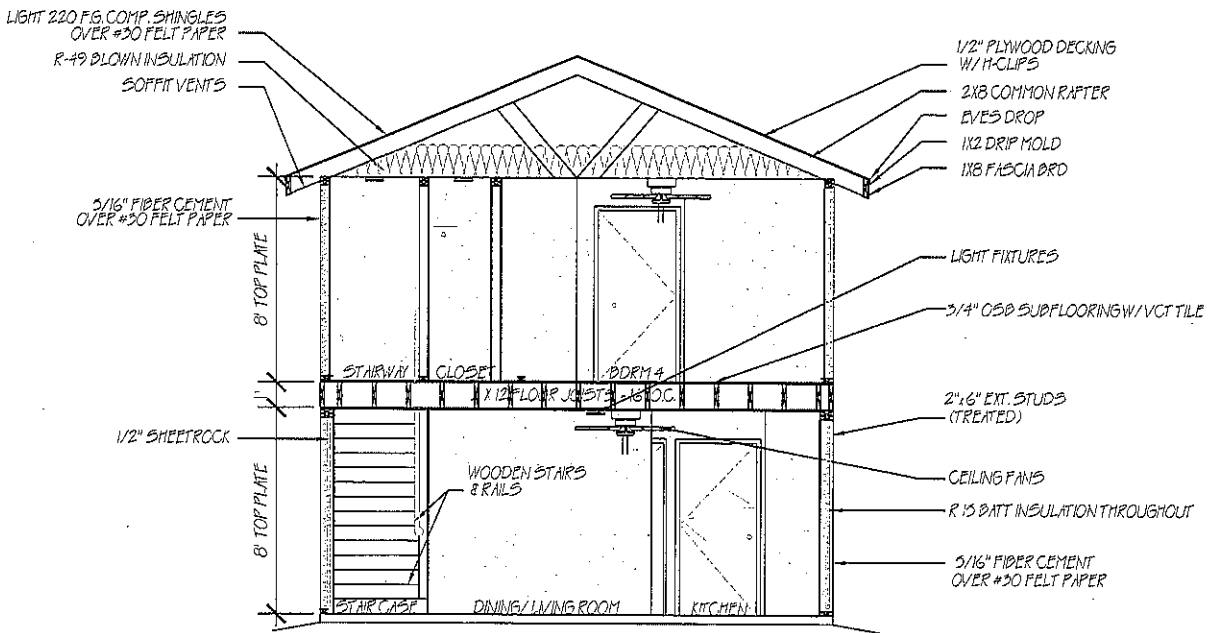
1 FLOOR JOISTS
XREF

IMPORTANT NOTICE

IT IS EXPECTED THAT THE CONTRACTOR USE PROFESSIONAL JUDGMENT AND DETERMINE WHERE ANY EXTRA MATERIALS, BEAMS, REINFORCEMENTS, ETC. SHALL BE USED, REGARDLESS OF THE WORK WRITE-UP. IT IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO HIRE AND PROVIDE AN ARCHITECT / ENGINEER FOR ANY EXTRA PLANS THAT MAY BE REQUIRED BY THE CITY. THIS MAY BE SUBJECT, BUT NOT LIMITED TO THE RESCHECK, WINDSTORM, SPECIFIC SECTION DETAILS, ETC.

PLEASE NOTE THAT THIS HOUSE IN PARTICULAR WILL HAVE AN ADDITIONAL 5 YEAR STRUCTURAL WARRANTY WITH URBAN COUNTY AND WILL HOLD THE AWARDED CONTRACTOR LIABLE FOR ANY STRUCTURAL PROBLEMS THAT MAY OCCUR SUCH AS BUCKLING, UNLEVELING OF FLOORS, MAJOR WALL CRACKS, FOUNDATION CRACKS, TILE CRACKS, DETACHING TILE, SAGGING OF THE WINDOWS & DOORS (INT & EXT.) AND ALL OTHER ISSUES THAT CAN OCCUR FROM POOR CONSTRUCTION.

IN ADDITION, STAIRCASE IS NOT TO SCALE AND SHOULD BE MEASURED AND INSTALLED BY A PROFESSIONAL.



2 SECTION DETAIL
XREF

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

FRANCISCO & DIANA HERRERA
808 WATER ST - WESLACO

TOTAL AREA
1396 SQ. FT.

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SPECIFICATIONS

OWNER (S) Francisco & Diana Herrera CASE NO.: WE-80-14-01 DATE: 6-17-14 ADDRESS: 808 Water St- Weslaco,TX PHONE 956-375-9488 BY: Mo Guerra

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12' X 25' CONC. DRIVEWAY THAT MUST HAVE ACCESS TO STREET.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW FLEX PIPE OF APPROPRIATE DIAMETER
- NEW PVC PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXT. HOSE BRASS BIB FAUCETS WITH INSULATION COVERS
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PROPER WATER/MOLD RESISTANT PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING
- NEW KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- NEW VANITY SINK WITH RELATED PLUMBING & FAUCETS
- NEW 17" TOILET OF MATCHING COLOR
- BUILT IN TILE HANDICAP ACCESSIBLE SHOWER WITH FAUCETS, REMOVABLE SHOWER HEAD & STAINLESS STEEL GRAB BARS. INSTALLED OVER DAMP RESISTANT SHEETROCK. ENTRANCE MUST HAVE A WIDE OPENING OF 36" MIN.
- FIBER GLASS TUB/SHOWER FOR 2ND BATHROOMS UNLESS OTHERWISE NOTED INSTALLED OVER DAMP RESISTANT SHEETROCK
- INCLUDE BUILT IN MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD
- WATER HEATER INSTALLED AS-PER MANUFACTURERS SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUEST.
- 4" DRYER EXAUST VENT WITH INFILTRATION FOAM AROUND ALL GAPS AND OPENINGS
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION. REPLACE ALL SEPTIC TANKS THAT ARE OLDER THAN 10 YRS OLD BY A LICENSED PROFESSIONAL SEPTIC TANK INSTALLER. (PROVIDE COPIES OF INVOICE AND HEALTH DEPT. APPROVAL)

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x6" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
  - EXTERIOR WALLS (TREATED)
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING AND FLOOR JOIST @ 16" O.C
  - **INSTALL BOOT TIES IN EVERY CORNER** OF THE HOUSE ALONG WITH HURRICANE TIES ON BOTH BOTTOM AND TOP PLATES OF EVERY OTHER JOISTS

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS (SHOWER AND SINK WALLS).

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS WILL CONSIST OF CEDAR WOOD.

4. ROOF/PORCH/CANOPY:(SLOPE=5/12)

ROOF WILL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE TREATED LUMBER & FASTENED TO CONCRETE WITH REQUIRED ANCHORS & BOLTS.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS AROUND ALL EXITS AND ENTRANCES.
- MIN. 30YR COMPOSITION SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement. Rulers to be installed every 300 sq ft & visible during 50% inspection)
- **INFILTRATION FOAM** WILL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X6 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

6. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

*ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS MIN. OR UNTIL COLOR IS EVEN THROUGHOUT THE HOME.) PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.** ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MAX).*

7. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MAX).*

8. SIDING:

*THE SIDING SHALL BE 5/16" FIBER CEMENT WITH **ALL CEDAR TRIM TO ENTIRE HOUSE.*** TO BE INSTALLED AS PER MANUFACTURERS SPECIFICATIONS

9. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. LABELS MUST REMAIN ON WINDOWS UNTIL FINAL INSPECTION IS APPROVED.

10. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KTCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES MUST BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

11. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY MATCHING VCT FLOOR TILE THROUGHOUT ENTIRE HOUSE FLOORS.

12. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL. LOCATON AS PER OWNER'S REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

13. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

14. BATHROOM ACCESSORIES:

ALL ACCESSORIES & BUILT IN MEDICINE CABINETS. INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT ESCAPING WATER FROM SHOWER. INSTALL SINK AND CABINET ABOVE TOILET WHEN INDICATED. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDERS.)

15. ACCESS FOR HOMES WITH PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12' X 20'-25' DRIVEWAY & STEPS WITH SANDED & PAINTED HANDRAILS. BATHROOM MUST ACCOMMODATE STAINLESS STEEL GRAB BARS WHERE INDICATED IN PLANS

16. HEATING & A/C:

*PROVIDE & INSTALL AN APPROPRIATE **SEER CENTRAL** AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

17. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

18. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS & SURVEYS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS. (WINDSTORM, SURVEYS)
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS & REMOVING DEBRIS AND GARBAGE WEEKLY.
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514, TEXAS & INTERNATIONAL BUILDING CODES 2012

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Diana Herrera

Francisco Herrera

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	July 29, 2014
Demolition	August 7, 2014
Construction Start	August 8, 2014
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	November 4, 2014

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$59,300.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$59,300.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **July 29, 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: **Maria A. Medina**

BORROWER'S ADDRESS:

3111 Llave St.,
Weslaco, Texas 78596

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
427 E. Duranta Ave., Suite 107,
Alamo, Texas 78516

CONTRACTOR: **Raymundo Carrisales, A-One Insulation**

CONTRACTOR'S ADDRESS:

1006 E. Ferguson Ave.
Pharr, Texas 78577

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$56,300.00**, 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 **$56,300.00**, 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: **$56,300.00**

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 (15th) 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:

_____

Maria A. Medina

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: **Raymundo Carrisales**
Its: **Owner of A-One Insulation**

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 **29th** day of **July 2014**, by **Maria A. Medina.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **29th** day of **July 2014**, by **Raymundo Carrisales, Owner of the A-One Insulation, 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 RAYMUNDO CARRISALES, A-ONE INSULATION, AT 1006 E. FERGUSON ST., PHARR, TEXAS 78577 NOT LATER THAN MIDNIGHT OF JULY 31, 2014.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

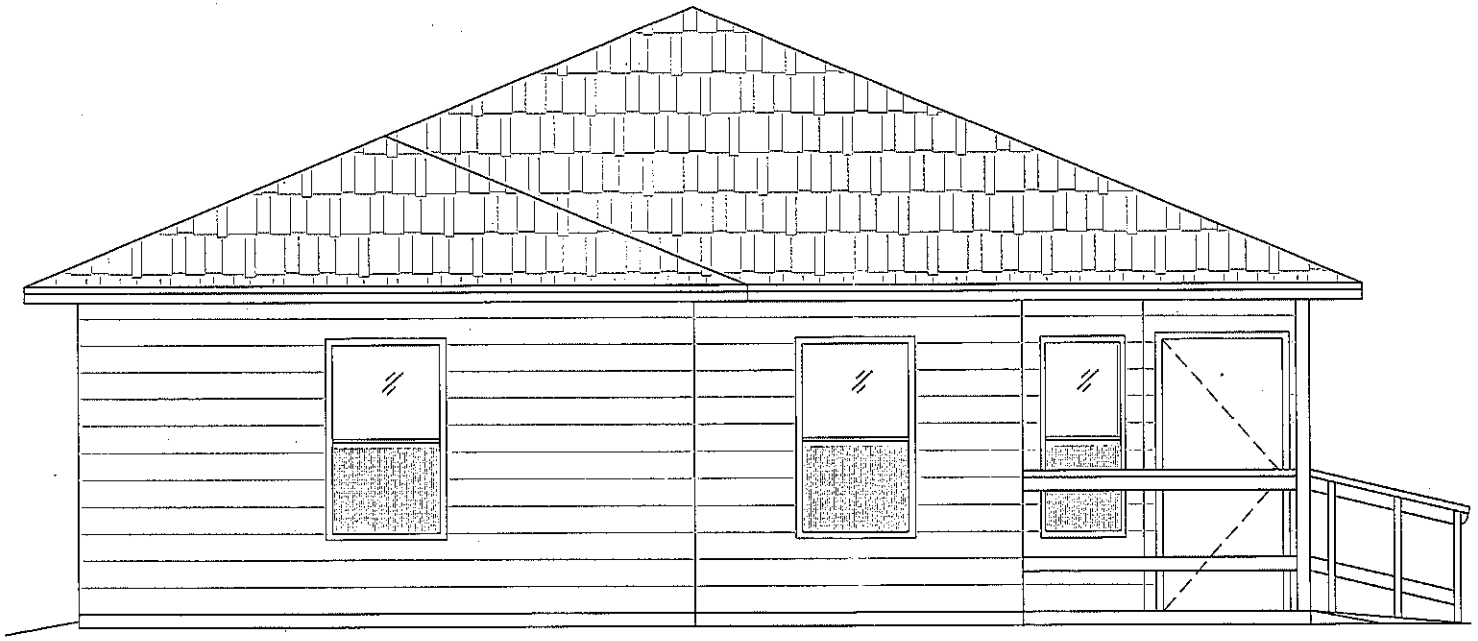
Maria A. Medina

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 4, Block 2 of the La Loma Alta Subdivision, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

MEDINA RESIDENCE



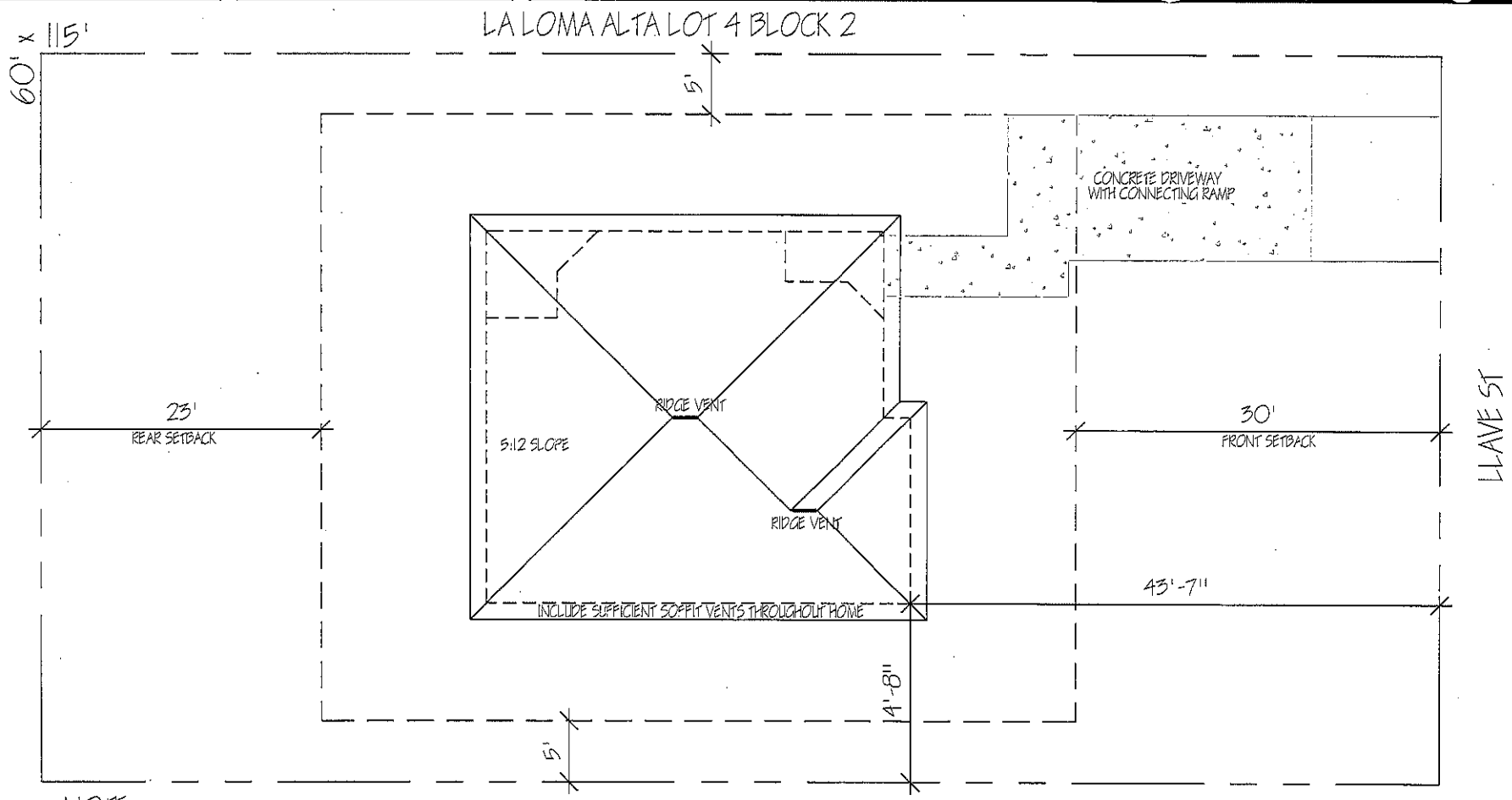
MARIA MEDINA
3111 LLAVE ST – WESLACO
956-~~272-4587~~ new
3716-9082 David

URBAN COUNTY PROGRAM
427 E. DURANTA STE 107– ALAMO
(956) 787–8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA MEDINA
3111 LLAVE ST – WESLACO

TOTAL AREA
1036 SQ. FT.



NOTE:

Please verify with city/ county on setbacks and for any requirements requarding sidewalk, driveway, landscaping, and any other obligations as per city regulations/ ordinances. It is the responsibility of the Contractor to locate the rods and string the property. To avoid any problems it is now requred and the responsibility of the Contractor to order a property survey by professional engineer..

Also, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.

In addition, remember to replace septic tank if more than 10 yrs old.

1 ROOF/ PLOT PLAN

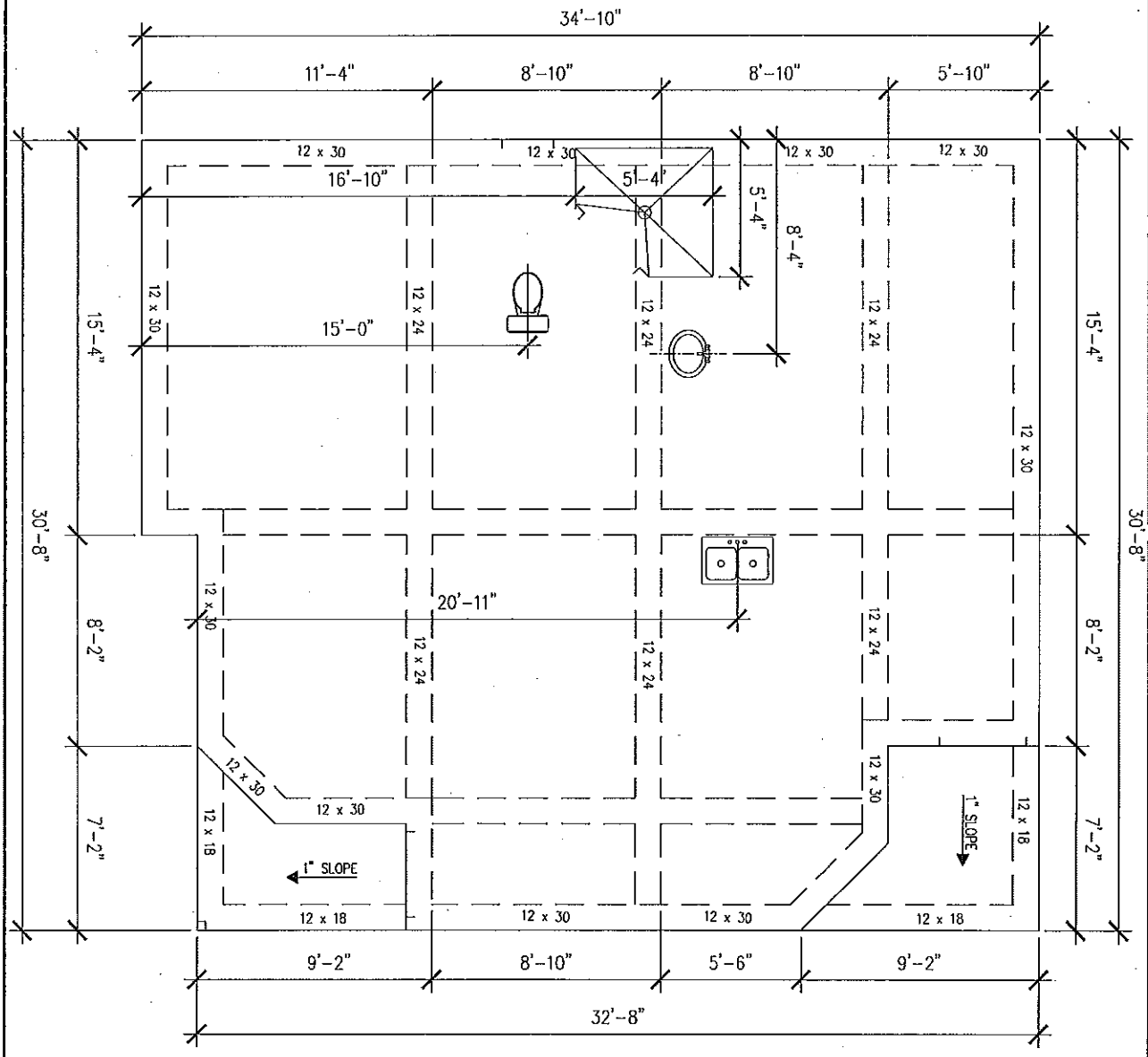
XREF

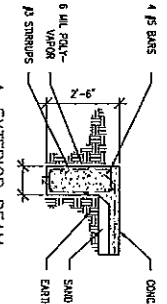
SCALE: N.T.S.

LIVING AREA
1035 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

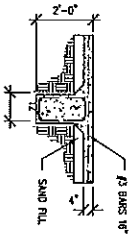
MARIA MEDINA
3111 LLAVE ST - WESLACO





A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

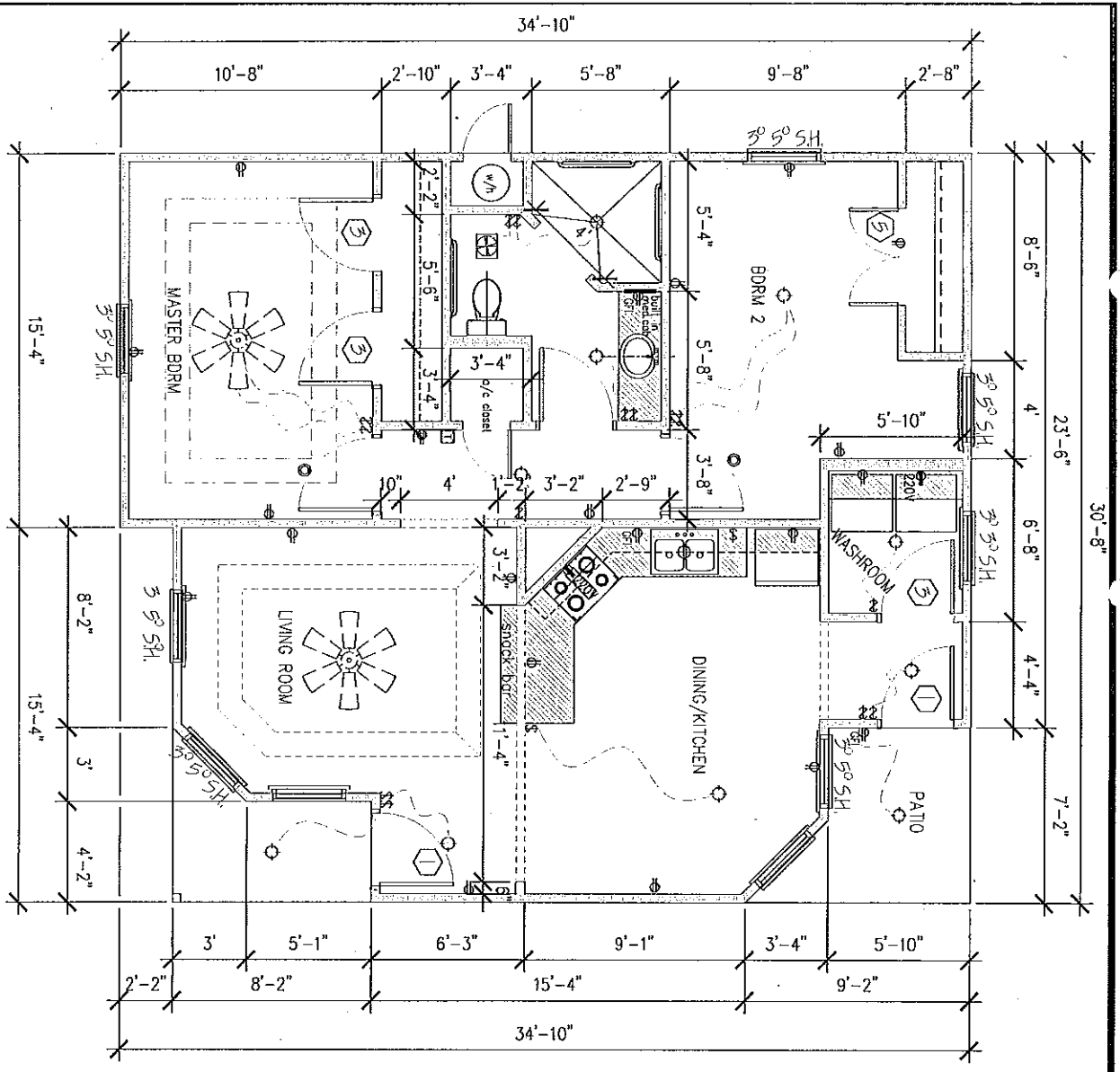
-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL

-CORNER BARS: AT ALL CORNERS & INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.



SQUARE FOOTAGE

LIVING AREA	950
PORCH/ PATIO	85
TOTAL SQ. FT.	1035

ELECTRICAL LEGEND

(WH)	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.	$	LIGHT SWITCH
220v	220v DUPLEX ELECTRICAL RECEPTACLE	T	THERMOSTAT
GFI	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR
	BATHROOM EXHAUST FAN		

DOOR SCEDULE

DR#	TASK	SZ X 6⁸	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3⁰	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT
2	INSTALL NEW UNIT	3⁰	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	3⁰	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2⁸	POCKET DOOR	PASSAGE
5	INSTALL NEW UNIT	(2) 2⁰	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2⁰	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIONS FOR A GAS / ELECTRIC STOVE. (please circle)
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
Sandstone Beige wall — Desert Tan trim
INTERIOR COLOR CHOICES TO BE OR MATCH:
Sandstone White wall — Natural Maple trim

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 20 DAY OF 5 2014

Maria A. Medina

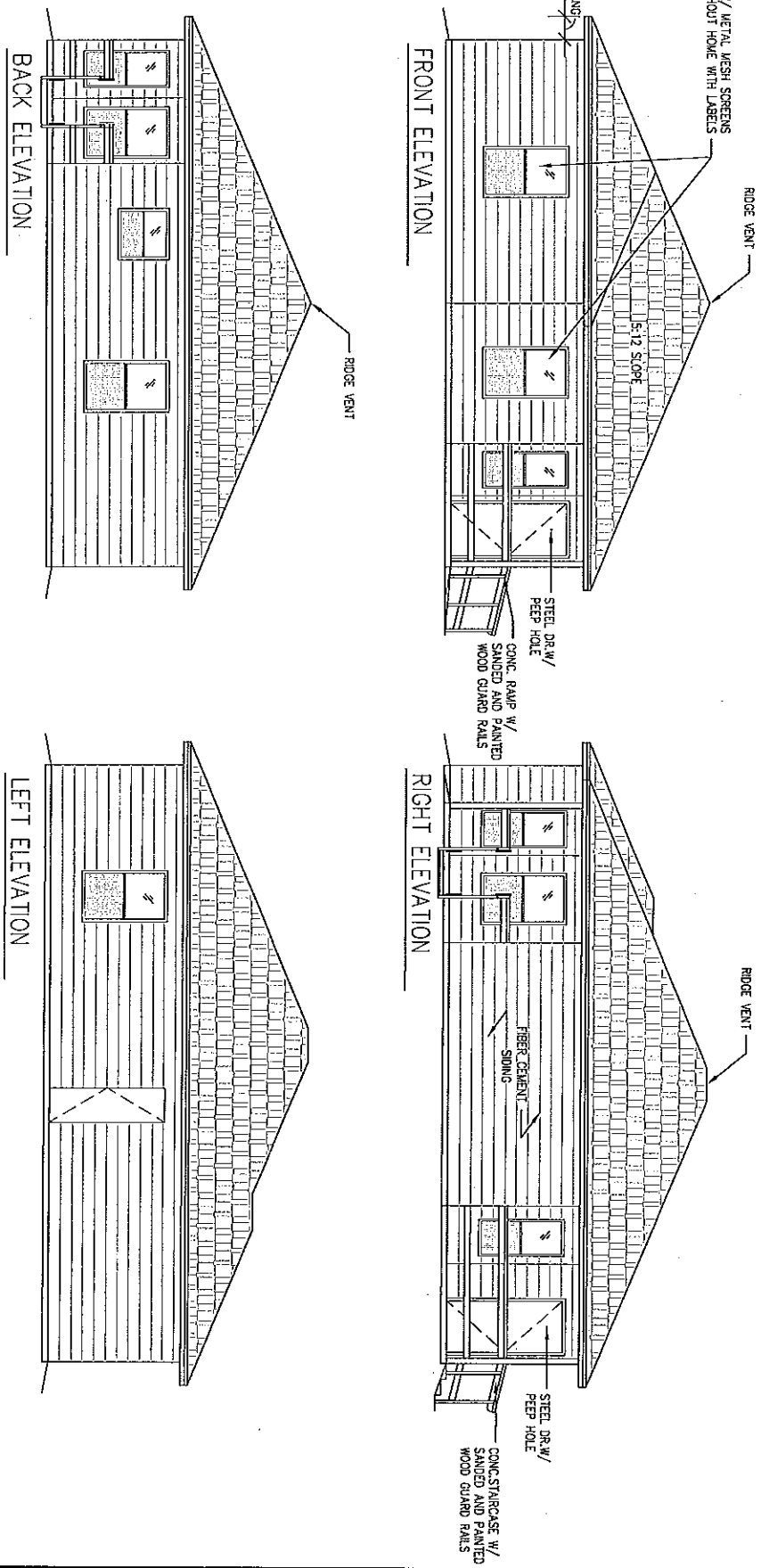
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA MEDINA

3111 LLAVE ST - WESLACO

TOTAL AREA 1035 SQ. FT.



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PAGE 5

MARIA MEDINA

3111 LLAVE ST - WESLACO

TOTAL AREA

1035 SQ. FT.

SPECIFICATIONS

OWNER (S) Maria Medina CASE NO.: _____ DATE: 5-14-14 ADDRESS: 3111 Llave St – Weslaco,TX PHONE 956-272-4587 BY: Mo Guerra

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12' X 25' CONC. DRIVEWAY THAT MUST HAVE ACCESS TO STREET.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW FLEX PIPE OF APPROPRIATE DIAMETER
- NEW PVC PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXT. HOSE BRASS BIB FAUCETS WITH INSULATION COVERS
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PROPER WATER/MOLD RESISTANT PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING
- NEW KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- NEW VANITY SINK WITH RELATED PLUMBING & FAUCETS
- NEW 17" TOILET OF MATCHING COLOR
- BUILT IN TILE HANDICAP ACCESSIBLE SHOWER WITH FAUCETS, REMOVABLE SHOWER HEAD & STAINLESS STEEL GRAB BARS. INSTALLED OVER DAMP RESISTANT SHEETROCK. ENTRANCE MUST HAVE A WIDE OPENING OF 36" MIN.
- FIBER GLASS TUB/SHOWER FOR 2ND BATHROOMS UNLESS OTHERWISE NOTED INSTALLED OVER DAMP RESISTANT SHEETROCK
- INCLUDE BUILT IN MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD
- WATER HEATER INSTALLED AS-PER MANUFACTURERS SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUEST.
- 4" DRYER EXAUST VENT WITH INFILTRATION FOAM AROUND ALL GAPS AND OPENINGS
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION. REPLACE ALL SEPTIC TANKS THAT ARE OLDER THAN 10 YRS OLD BY A LICENSED PROFESSIONAL SEPTIC TANK INSTALLER. (PROVIDE COPIES OF INVOICE AND HEALTH DEPT. APPROVAL)

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 16" O.C
  - **INSTALL BOOT TIES IN EVERY CORNER** OF THE HOUSE ALONG WITH HURRICANE TIES ON BOTH BOTTOM AND TOP PLATES OF EVERY OTHER JOISTS

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS (SHOWER AND SINK WALLS).

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF/PORCH/CANOPY:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE TREATED LUMBER & FASTENED TO CONCRETE WITH REQUIRED ANCHORS & BOLTS.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS AROUND ALL EXITS AND ENTRANCES.
- MIN. 30YR COMPOSITION SHINGLES TO BE OF LIGHT COLOR (**no black shingles**)

5. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement. Rulers to be installed every 300 sq ft & visible during 50% inspection)
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

6. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

*ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS MIN. OR UNTIL COLOR IS EVEN THROUGHOUT THE HOME.) PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.** ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MAX).*

7. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MAX).*

8. SIDING:

*THE SIDING SHALL BE 5/16" FIBER CEMENT WITH **ALL CEDAR TRIM TO ENTIRE HOUSE.*** TO BE INSTALLED AS PER MANUFACTURERS SPECIFICATIONS

9. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. LABELS MUST REMAIN ON WINDOWS UNTIL FINAL INSPECTION IS APPROVED.

10. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES MUST BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

11. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY MATCHING VCT FLOOR TILE THROUGHOUT ENTIRE HOUSE FLOORS.

12. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL. LOCATON AS PER OWNER'S REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

13. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

14. BATHROOM ACCESSORIES:

ALL ACCESSORIES & BUILT IN MEDICINE CABINETS. INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT ESCAPING WATER FROM SHOWER. INSTALL SINK AND CABINET ABOVE TOILET WHEN INDICATED. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDERS.)

15. ACCESS FOR HOMES WITH PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12' X 20'-25' DRIVEWAY & STEPS WITH SANDED & PAINTED HANDRAILS.

BATHROOM MUST ACCOMMODATE STAINLESS STEEL GRAB BARS WHERE INDICATED IN PLANS

16. HEATING & A/C:

*PROVIDE & INSTALL AN APPROPRIATE **SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

17. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

18. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS & SURVEYS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS. (WINDSTORM, SURVEYS)
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY THROUGHOUT CONSTRUCTION PROCESS & REMOVING DEBRIS AND GARBAGE WEEKLY.
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514, TEXAS & INTERNATIONAL BUILDING CODES 2012

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

X Maria G. Medina

NAME OF APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	July 29, 2014
Demolition	August 7, 2014
Construction Start	August 8, 2014
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	November 4, 2014

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$56,300.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$56,300.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/11/2014

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: Sylvia Briones, CISR
Bert Whisenant Insurance 816 East Hackberry Avenue McAllen TX 78501	PHONE (A/C, No, Ext): (956) 686-8323 FAX (A/C, No): (888) 512-2080 E-MAIL ADDRESS: SBriones@bwi-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Essex Insurance Company	
INSURER B: Texas Mutual Insurance Co.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
A One Insulation, DBA: Raymundo Carrisales
1006 E Ferguson
Pharr TX 78577

COVERAGES **CERTIFICATE NUMBER:CL1461100355** **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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC	X	Y	3DT9860	6/18/2014	6/18/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	Y	EZXS10508	6/18/2014	6/18/2015	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N n If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SBP0001231365	12/2/2013	12/2/2014	WC STATU-TORY LIMITS X 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)
Primary and NonContributory- Blanket

CERTIFICATE HOLDER

Urban County Program
427 E. Duranta Ave. Ste 107
Alamo, TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

B R. Whisenant, Jr/SL B.R. Whisenant, Jr.

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HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: July 09, 2014 Bid Opening Time: 9:30 am

Description of Bid: The Demolition and Reconstruction of one (1) Unit in the City of Mercedes, one (1) unit in the City of Weslaco and one (1) unit in the county wide area

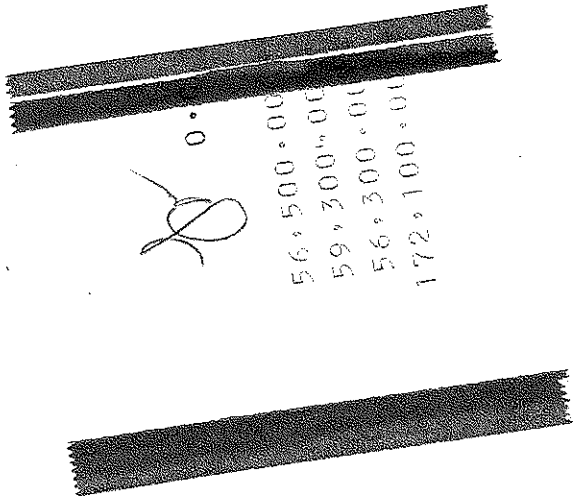
Grant #: M-12-UC-48-0501-ET-02

A-ONE

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	FELIX	$56,500.00	BB INCLUDED
2	FRANSISCO	$59,300.00	BB INCLUDED
3	MARIA	$56,300.00	BB INCLUDED

QUALITY INVESTMENTS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	FELIX	$56,989.00	BB INCLUDED
2	FRANSISCO	$62,789.00	BB INCLUDED
3	MARIA	$56,889.00	BB INCLUDED



***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

AI-45546 **Urban County 13. B.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Progreso is requesting approval and award of best and final negotiated contract with Javier Hinojosa Engineering/Consulting Engineers in the amount of $23,810.00 utilizing CDBG FY 25 (2012) Street Improvements project.

BACKGROUND

Javier Hinojosa Engineering/Consulting Engineers submitted a best and final offer for professional engineering services for a street improvements project (Champion St. (from Business FM 1015 to Miles Street), East Palms St. (From Miles St. East to Dead End.), West Palms St. (from Lyons St. West to Dead End), Colonia La Leona M Flores St. (from Business FM 1015 east to dead end), Hidalgo St (from Shelby St, North to Malone St.) within the City of Progreso. Javier Hinojosa Engineering/Consulting Engineers was the highest ranked firm by County Commissioners' Court. See attached scope of services and Best and Final Offer Letter.

Contract Amount:	**$23,810.00**	
Funds Available:	$89,656.64	YR 25 (2012) Street Improvements
	$239,548.79	YR 26 (2013) Street Improvements
Total:	**$329,205.43**	

Attachments

Agreement J. Hinojosa P.E.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/16/2014 02:31 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Olga Lerma Started On: 07/16/2014 01:19 PM

Final Approval Date: 07/25/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 29th day of **July, 2014** by and between **Urban County Program,** (hereinafter called the "Party") and **Javier Hinojosa Engineering/Consulting Engineers**, duly authorized Engineer, herein acting by **Javier Hinojosa, P.E.** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as
stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Progreso – Street Improvements project** Account(s) **5012-65-0311-5000-6500** *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any
construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by
the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$ 23,810.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations
created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities
related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related
to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer
in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however,
that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **July 29, 2014**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Javier Hinojosa, P.E.

Firm Name: **Javier Hinojosa Engineering/Consulting Engineers**
Address: **416 E. Dove Avenue**
City/ST/ZIP: **McAllen, TX 78504**

FED ID #/SS #: **74-2865301**

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)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on April 26, 2012

Exhibit "A"

(Scope of Services)

See Attached

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com
TBPE FIRM NO. F-1295

JUL - 2 2014

July 2, 2014

Ms. Diana R. Serna, Director
Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

Re: City of Progreso 2012/2013 Street Improvements

Dear Ms. Serna,

Attached please find the Scope of Services for the City of Progreso 2012/2013 Street Improvements for Champion Street (from Business FM 1015 to Miles Street), East Palm Street (from Miles Street East to Dead End), West Palm Street (from Lyons Street West to Dead End), Colonia La Leona M Flores Street (from Business FM 1015 east to dead end) and Hidalgo Street (from Shelby Street North to Malone Street). Our best and final offer for Engineering Service for this project is $23,810.00. We stand ready to proceed with this project at the execution of the contract. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Monica Leal, Program Coordinator, Urban County Program,

C:\JHE OFFICE DOCUMENTS-CLAUDIA\OFFICE DOCUMENTS\JHE2014\LETTERS\BEST AND FINAL OFFER\Serna - Diana (City of Progreso)-07-02-14.doc

JUL - 2 2014

02

EXHIBIT A
SCOPE OF SERVICES
URBAN COUNTY PROGRAM
CITY OF PROGRESO 2012/2013 STREET IMPROVEMENTS
PREPARED BY: JAVIER HINOJOSA ENGINEERING

The City of Progreso proposes to construct paving improvements for Champion Street (from Business FM 1015 to Miles Street), East Palm Street (from Miles Street East to Dead End), West Palm Street (from Lyons Street West to Dead End), Colonia La Leona M Flores Street (from Business FM 1015 east to dead end) and Hidalgo Street (from Shelby Street North to Malone Street). The improvements will consist of the reconstruction of Champion Street within the existing curb and gutter and overlays to East Palm Street, West Palm Street, Colonia La Leona M Flores Street and Hidalgo Street.

Contract Amount: $23,810.00

Project Tasks

TASK I – PROJECT ORIENTATION AND STARTUP

We propose that an initial project orientation meeting be scheduled so that both the County and our firm may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

TASK II – SURVEY

Necessary field information will be developed by field surveys. Record plans will be used as a guide for the survey work and for the analysis of design alternatives.

TASK III – DESIGN

This task will assure that the paving improvements designed and incorporated in the plans are adequate for the area.

TASK IV – PRELIMINARY PLANS AND ESTIMATES

The preliminary set of plans which will result from Task III along with cost estimates will be reviewed with County staff for input and guidance.

TASK V – FINAL PLANS AND SPECIFICATIONS

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for constructing the project.

TASK VI – CONSTRUCTION

During this stage we will observe ongoing work, provide construction staking for the Precinct. Upon completion, a final inspection will be scheduled with the Precinct. The outcome of this final inspection will be a certificate of completion or a punch list of items for the Precinct to complete.

Preliminary Cost Estimate
City of Progreso 2012/2013 Street Improvements
Prepared For: City of Progreso
Prepared By: Javier Hinojosa Engineering
July 2, 2014

A.	**Champion Street (36' L/L - Bus. FM 1015 to Miles Street - Reconstruct within existing curb and gutter)**						
1.	Unc. Excavation	1,300	CY	@	$7.00	=	$9,100.00
2.	6" Lime Treated Subgrade	2,800	SY	@	$2.00	=	$5,600.00
3.	Lime	37	TONS	@	$200.00	=	$7,400.00
4.	8" Flex Base	2,800	SY	@	$8.50	=	$23,800.00
5.	2" HMAC Overlay	2,800	SY	@	$14.00	=	$39,200.00
6.	Adjust Manholes	3	EA	@	$300.00	=	$900.00
7.	Remove and Replace Curb and Gutter	300	LF	@	$15.00	=	$4,500.00
8.	Remove and Replace 72" Valley Gutter	70	LF	@	$40.00	=	$2,800.00
9.	36" Valley Gutter	100	LF	@	$30.00	=	$3,000.00
				Subtotal Champion Street		:	**$96,300.00**
B.	**East Palm Street (18' E/E - Miles Street east to dead end - Overlay)**						
1.	Pot Hole Repair	LUMP SUM		@	$3,000.00	=	$3,000.00
2.	2" HMAC Overlay	1,380	SY	@	$17.00	=	$23,460.00
3.	Adjust Manholes	3	EA	@	$300.00	=	$900.00
				Subtotal East Palm Street		:	**$27,360.00**
C.	**West Palm Street (20' E/E - Lions Street west to dead end - Overlay)**						
1.	Pot Hole Repair	LUMP SUM		@	$2,000.00	=	$2,000.00
2.	2" HMAC Overlay	1,280	SY	@	$17.00	=	$21,760.00
3.	Adjust Manholes	2	EA	@	$300.00	=	$600.00
				Subtotal West Palm Street		:	**$24,360.00**
D.	**M. Flores Street (22' E/E - Los Leones Subdivision - Overlay)**						
1.	Pot Hole Repair	LUMP SUM		@	$3,000.00	=	$3,000.00
2.	2" HMAC Overlay	3,700	SY	@	$17.00	=	$62,900.00
3.	Adjust Manholes	5	EA	@	$300.00	=	$1,500.00
				Subtotal M. Flores Street		:	**$67,400.00**
E.	**Hidalgo Street (22' E/E - Shelby Avenue to Malone Drive - Overlay)**						
1.	Pot Hole Repair	LUMP SUM		@	$2,000.00	=	$2,000.00
2.	2" HMAC Overlay	1,200	SY	@	$17.00	=	$20,400.00
3.	Adjust Manholes	1	EA	@	$300.00	=	$300.00
				Subtotal Hidalgo Street		:	**$22,700.00**
				Subtotal All Streets		:	**$238,120.00**
				Engineering Fee		:	**$23,810.00**
				Laboratory Testing		:	**$7,000.00**
				Contingency (10%)		:	**$23,812.00**
				Total		:	**$292,742.00**

EXHIBIT "B"
SCHEDULE OF FEES

ENGINEER'S CONTRACT RATES

LABOR CLASSIFICATION	HOURLY CONTRACT RATES:
Principal	$225.00/Hr.
Project Manager/Engineer	$150.00/Hr.
Engineering Assistant	$ 95.00/Hr.
R.P.L.S.	$145.00/Hr.
G.P.S. Survey Crew	$150.00/Hr.
3 Man Survey Crew	$110.00/Hr.
Project Inspector	$ 70.00/Hr.
CADD Operator/Designer	$ 70.00/Hr.
Admin./Clerical	$ 30.00/Hr.

Exhibit "C"
Javier Hinojosa Engineering
Hourly Breakdown
Project: City of Progreso 2012/2013 Street Improvements
City of Progreso

Project Description: City of Progreso 2012/2013 Street Improvements 1. Champion Street (from Business FM 1015 to Miles Street) 2. East Palm Street (from Miles Street East to Dead End) 3. West Palm Street (from Lyons Street West to Dead End) 4. Colonia La Leona M Flores Street (from Business FM 1015 east to dead end) 5. Hidalgo Street (from Shelby Street North to Malone Street)	Project Engineer	Engineer Assistant	R.P.L.S.	3 Man Survey Crew	Project Inspector	CADD/Designer	Clerical	Total Hours & Cost
Preliminary Phase	5	6	0	27	0	0	0	38
Design Phase	30	50	0	0	0	60	8	148
Construction Phase	5	6	0	20	30	0	7	68
TOTAL HOURS	40	62	0	47	30	60	15	254
RATE PER HOUR	$150.00	$95.00	$145.00	$110.00	$70.00	$70.00	$30.00	
TOTAL COST	$6,000.00	$5,890.00	$0.00	$5,170.00	$2,100.00	$4,200.00	$450.00	$23,810.00

Policy Number:

Date Entered: 06/05/2014

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/5/2014

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 Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	CONTACT NAME: PHONE (A/C, No, Ext): (956) 581-9838 FAX (A/C, No): (956) 519-1524 E-MAIL ADDRESS: davisinsuranceagency@yahoo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: MID-CENTURY INSURANCE COMPANY	
INSURED JAVIER HINOJOSA ENGINEERING 416 E DOVE MCALLEN, TX 78504	INSURER B: FARMERS INSURANCE EXCHANGE	
	INSURER C: FARMERS INSURANCE EXCHANGE	
	INSURER D: FARMERS INSURANCE EXCHANGE	
	INSURER E: Arognaut Insurance Company	
	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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	X	X	605021032	6/28/2014	6/28/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $EXCL $1,000,000 $EXCL
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	069398805	3/29/2014	03/29/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	X	X	605489034	06/28/2014	06/28/2015	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	N0707-71-94	12/1/2013	12/1/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
E	PROFESSIONAL LIABILITY			IAE12530-0	12/4/2013	12/4/2014	PER CLAIM	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.

Scheduled autos: vehicle 1-2008 Chevrolet Silverado PU Vin#-1GCHK23698F130618
vehicle 2-2009 Chevrolet Silverado PU Vin#-3GCEK33249G191168

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPT
2812 S HIGHWAY BUSINESS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/02/2014

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	DON AUSMUS- STATE FARM INSURANCE 2021 W NOLANA AVE MCALLEN, TX 78504	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURED	SANCO GENERAL CONTRACTING, INC 4536 N SCHUERBACH RD MISSION, TX 78574	INSURER B :	
		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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY	Y		BINDER 53-6871	07/02/2014	01/02/2015	COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$ 300,000
	[X] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 500,000
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 500,000
							UM/UIM	$ 500,000
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY
URBAN COUNTY PROGRAM
427 E DURANTE AVE STE 107
ALAMO, TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-45510 **Elections Administration 14. A.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Discussion and/or action, including but not limited to Elections updates.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No fiscal impact
Discussion...elections updates

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/16/2014 02:21 PM
Manuel Chapa	Manuel Chapa	07/18/2014 03:06 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Amanda Valdez Started On: 07/14/2014 11:12 AM

Final Approval Date: 07/25/2014

AI-45528 **Elections Administration 14. B.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Discussion, consideration and approval of Early Voting Sites for November 4, 2014 General Election;
2. Discussion, consideration and approval of Election Day Sites for November 4, 2014 General Election.

BACKGROUND

Attachments

draft

draft

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/16/2014 02:20 PM
Manuel Chapa	Manuel Chapa	07/18/2014 03:08 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Amanda Valdez Started On: 07/15/2014 04:15 PM

Final Approval Date: 07/25/2014

CALL (956) 318-2570 For General Information (Llame para Información General)

DRAFT

November 4, 2014 (4 de Noviembre de 2014)
GENERAL ELECTION (Elección General)
EARLY VOTING SCHEDULE (Horario para el Voto Adelantado)

DRAFT

Days/ Dias	Dates/ Fechas	Hours/ Horas
Monday/ Lunes	Oct. 20, 2014	7:00 A.M. -- 7:00 P.M.
Tuesday/ Martes	Oct. 21, 2014	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Oct. 22, 2014	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Oct. 23, 2014	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Oct. 24, 2014	7:00 A.M. -- 7:00 P.M.
Saturday/ Sabado	Oct. 25, 2014	7:00 A.M. -- 7:00 P.M.
Sunday/ Domingo	Oct. 26, 2014	10:00 A.M. – 3:00 P.M.
Monday/ Lunes	Oct. 27, 2014	7:00 A.M. -- 7:00 P.M.
Tuesday/ Martes	Oct. 28, 2014	7:00 A.M. -- 7:00 P.M.
Wednesday/ Miércoles	Oct. 29, 2014	7:00 A.M. -- 7:00 P.M.
Thursday/ Jueves	Oct. 30, 2014	7:00 A.M. -- 7:00 P.M.
Friday/ Viernes	Oct. 31, 2014	7:00 A.M. -- 7:00 P.M.

EARLY VOTING SUBSTATION LOCATIONS
(Casillas Electorales para el Voto Adelantado)

ALAMO SUB
(Library Room)
Sgt. Fernando de la Rosa Lib.
416 N. Tower Rd.
Alamo, TX

ALTON SUB
(Comm. Chambers)
City Hall
509 S. Alton Blvd.
Alton, TX

DONNA SUB
(Main Entrance)
Amigos Del Valle
1408 Silver Ave.
Donna, TX

EDINBURG SUB
(Warehouse Training Rm.)
Elections Annex Bldg
317 N. Closner "Rear"
Edinburg, TX

EDINBURG SUB
(Student Union Bldg.)
UTPA
1201 W. University
Edinburg, TX

ELSA SUB
(Chambers)
Fire Station
216 E. 4th St.
Elsa, TX

EDCOUCH SUB
(Main Entrance)
Fire Station
200 W. Santa Rosa Ave.
Edcouch, TX

HIDALGO SUB
(Chambers)
Hidalgo City Hall
704 E. Texano
Hidalgo, TX

LA JOYA SUB
(Main Entrance)
Youth Service Ctr.
624 Salomon Chapa
La Joya, TX

MCALLEN SUB
(Exercise Room)
Lark Comm. Ctr.
2601 Lark Ave.
McAllen, TX

MCALLEN SUB
(Meeting Room)
McAllen Public Lib.
4001 N. 23rd St.
McAllen, TX

MCALLEN SUB
(Main Entrance)
Palmer Pavilion
301 E. Hackberry
McAllen, TX

MCALLEN SUB
(Exercise Room)
Palmview Comm. Ctr.
3401 Jordan Ave.
McAllen, TX

MERCEDES SUB
(Civic Center Room)
Mercedes Civic Ctr.
530 W. 2nd St.
Mercedes, TX

MISSION SUB
(Community Room)
Mission City Hall
1201 E. 8th St.
Mission, TX

MISSION SUB
(Gym)
B&G @ Bannworth Park
1822 N. Shary Rd.
Mission, TX

PALMHURST SUB
(Family Room)
Church of Christ
1410 E. 3 Mile Rd.
Palmhurst, TX

PALMVIEW SUB
(Main Entrance)
Co. Comm. Pct. #3
724 N. Breyfogle Rd.
Palmview, TX

PENITAS SUB
(Meeting Room)
Meeting Rm. Annex
1320 S. Main St.
Penitas, TX

PHARR SUB
(Conference Rm.)
Jose Pepe Salinas Ctr.
1011 W. Kelly
Pharr, TX

PHARR SUB
(Main Entrance)
Las Milpas Comm. Ctr.
7107 S. Cage Blvd.
Pharr, TX

PROGRESO SUB
(Main Entrance)
Progreso Comm. Ctr.
510 FM 1015
Progreso, TX

SAN JUAN SUB
(Commissioner's Rm.)
Fire Station #2
2301 N. Raul Longoria
San Juan, TX

SULLIVAN SUB
(Main Entrance)
Sullivan Fire Station
500 Cenizo
Sullivan City, TX

WESLACO SUB
(Conference Rm. B)
Business Visitor & Event Ctr.
275 S. Kansas
Weslaco, TX

LA VILLA SUB
La Villa Admin. Ofc.
500 E. 9th St.
La Villa, TX

MONTE ALTO ISD SUB
Monte Alto Comm.Ctr.
25149 1st St.
Monte Alto, TX

VALLEY VIEW ISD SUB
Valley View 5th Grade Campus
9701 S. Jackson Rd.
Pharr, TX

DRAFT

DRAFT

Hidalgo County Elections Department, 101 South 10th Ave. Edinburg, TX

(Commissioner's Court Approval-Pending)

DRAFT

General Election

November 4, 2014

Election Day Polling Locations

HIDALGO COUNTY, TEXAS

Polls OPEN from 7:00 AM to 7:00 PM

	PRECINCT(S)	CITY	BUILDING	ADDRESS	LOCATION
1	91, **177**, 178 & 229	Alamo	Alamo Comm. Center	1429 S. Tower	Conference Room
2	**123**, 127, 176, 251 & 255	Alamo	Sgt. Fernando de la Rosa Lib.	416 N. Tower	Conference Room
3	77, 130, 242 & **253**	Alamo	Santos Livas Elem. School	733 N. Alamo Rd.	Room 129
4	44, **126**, 181 & 192	Alamo	Guerra Elem. School	807 FM 495	Computer Lab D#1
5	**88**, 205, 211, 212 & 247	Alton	City Hall	509 S. Alton Blvd.	Comm. Chambers
6	**3**, 55, 171, 174 & 232	Donna	Amigos Del Valle	1408 Silver	Main Entrance
7	23, **120**, 172, 173 & 175	Donna	Boys and Girls Club	307 Miller Ave.	Southwest Corner Rm.
8	**45**, 87 & 157	Donna	W.A. Todd 9th Grade Campus	400 N. Salinas Blvd.	Gym
9	**16**, 79 & 179	Edcouch	Edcouch Fire Station	201 W. Santa Rosa Ave.	Main Entrance
10	**14**, 151 & 152	Edinburg	Jefferson Elem. School	904 S. 12th St.	Gym
11	30 & 31	Edinburg	Edinburg North High School	3101 North Closner	Front Main Hallway
12	**105**	Edinburg	B.L. Garza Middle School	1202 N. MonMack Road	North Health Room
13	**108 &** 109	Edinburg	Elections Annex Bldg.	317 N. Closner	North Entrance
14	52, **106** & 224	Edinburg	Canterbury Elem. School	2821 W. Canton Road	Front Entrance
15	13 & **107**	Edinburg	South Middle School	601 W. Freddy Gonzalez	SW Front Entrance
16	**53** & 158	Edinburg	Francisco Barrientes School	1100 E. Ebony Lane	Library
17	**19**	Edinburg	Brewster Elem. School	22420 FM 1017	Front Entrance
18	**69**	Edinburg	Avila Elem. School	9205 N. Alamo Rd.	Front Lobby Area
19	**68 &** 154	Edinburg	Montecristo Elem. School	4010 N. Doolittle Rd.	In front of Library
20	221, 222, **223** & 230	Edinburg	Magee Elem. School	3420 W. Rogers Rd.	Gym
21	15, 70, **90**, 153, 119, 237 & 225	Elsa	John F. Kennedy Elem. School	500 W. 9th	Room H-2
22	**12 &** 82	Granjeno	Granjeno City Hall	6603 S. FM 494	Conference Room
23	**18**, 92 & 180	Hargill	Hargill Elementary School	13394 4th St.	Gym
24	20, 233 & **234**	Hidalgo	Hidalgo City Hall	704 E. Texano	Chambers
25	**11**, 197, 198 & 257	La Joya	Youth Service Center	624 Salomon Chapa	North Entrance
26	64, **99**, 183, 217, 219 & 254	La Joya	Kika De La Garza School	5441 N. La Homa Road	Main Entrance
27	**17**, 169 & 184	La Villa	La Villa High School	200 W. Hwy 107	Auditorium
28	8, **150** & 252	McAllen	STC Nursing Center	1101 E. Vermont Ave.	West Side Atrium
29	47, **49** & 231	McAllen	STC Pecan Campus	3201 Pecan Blvd.	Building J Main Lobby
30	**48**, 95, 149 & 193	McAllen	Palmview Community Center	3401 Jordan Avenue	Exercise Room
31	**65**, 84, 161, 162 & 163	McAllen	McAllen Public Lib.	4001 N. 23rd St.	Meeting Room
32	**73**	McAllen	Gonzalez Elem. School	201 E. Martin	Main Hallway
33	**96**	McAllen	Rayburn Elem. School	7000 N. Main	Cafeteria
34	72, **81** & 200	McAllen	Lark Community Center	2601 Lark Avenue	Exercise Room
35	**97**, 164 & 216	McAllen	Las Palmas Comm. Ctr.	1925 N. 25th St.	Mesquite Room
36	62, 124, **134**, 135 140, 141, 160 & 168	McAllen	Milam Elementary School	3800 N. Main St.	South Hallway
37	**26**, 27, 138 & 139	McAllen	McAllen Incubator	601 N. Main St.	Main Entrance

	PRECINCT(S)	CITY	BUILDING	ADDRESS	LOCATION
38	**37**, 66, 67 & 136	McAllen	Crockett Elem. School	2112 N. Main St.	Cafeteria
39	**54**, 199 & 201	McAllen	Cayetano Cavazos Elem.	1501 W. Freddy Gonzalez	Teachers Lounge
40	**7**, 34, 148 & 246	McAllen	Palmer Pavilion	301 E. Hackberry	East entrance
41	74, 129, 166, 167, 206 & **207**	McAllen	Fossum Middle School	7800 N. Ware Rd.	Foyer
42	24 & **76**	McCook	Immaculate Parish Hall	28212 S. FM 2058	Main Entrance
43	1, 46, **85** & 213	Mercedes	Taylor Zachary	900 N. Missouri	Cafeteria
44	**32** & 249	Mercedes	Mercedes Civic Center	530 W. 2nd St.	Civic Center Room
45	**56** & 202	Mercedes	Mercedes Early Childhood Ctr.	950 W. 6th	Library
46	**9**, 218, 220, 243 & 248	Mission	Veterans Memorial High School	700 E. 2 Mile Road	Main Entrance
47	**103**	Mission	Kika De La Garza Building	921 E. 12th St.	Main Entrance
48	**10**, 63 & 102	Mission	Mission City Hall	1201 East 8th	Community Room
49	75, 89, 125, 131, 133, 165, 182, 209, 241, **244** & 256	Mission	Salinas Elementary School	10820 N. Conway	Teachers Lounge
50	93, **94**, 128 & 204	Mission	Mission Fire Department	415 W. Tom Landry	Training Room
51	28 & **98**	Mission	O'Grady Elem. School	810 W. Griffin Parkway	Main Entrance
52	**33**	Monte Alto	Monte Alto Community Center	25149 1st St.	Community Room
53	**239**	N. Edinburg	Guerra Elem. School	10010 N. Via Fernandez	In front of Library
54	86, **101** & 236	Palmhurst	Church of Christ	1410 E. 3 Mile Rd	Family Room
55	29, **100**, 185 & 187	Palmview	Palmview City Hall	400 W. Veterans Blvd.	Court Room
56	**78** & 210	Palmview	Co. Comm. Pct. #3 Ofc.	724 N. Breyfogle Road	Main Entrance
57	**50**, 145, 170, 194 & 195	Penitas	Penitas Meeting Rm. Annex	1320 S. Main St.	Meeting Room
58	**61**	Pharr	Napper Elementary School	903 N. Flag St.	Cafeteria
59	**115**	Pharr	Buckner Elementary	1001 N. Fir	Cafeteria
60	**122**, 226, 227 & 228	Pharr	Valley View 5th Grade Campus	9701 S. Jackson Rd	Cafeteria
61	6 & **35**	Pharr	Jose Pepe Salinas Center	1011 W. Kelly	Conference Room
62	25, **36** & 147	Pharr	Liberty Middle School	1212 S. Fir	Cafeteria
63	5, 137 & **146**	Pharr	Las Milpas Comm. Center	7107 S. Cage Blvd.	Conference Room
64	**60**, 116, 142, 143, 144 & 240	Pharr	PSJA North High School	500 E. Earling Rd.	Library
65	**40**, 155, 235 & 238	Progreso	Progreso Community Center	510 N. FM 1015	Main Entrance
66	**43**, 104 & 189	San Carlos	San Carlos Resource Comm.	230 N 86th St.	Multi Purpose Room
67	59, **117**, 159 & 245	San Juan	San Juan Fire Station #2	2301 N. Raul Longoria Rd	Comm. Room
68	**4** & 118	San Juan	Sorensen Elem. School	701 E. Sam Houston	Cafeteria
69	**39** & 156	San Juan	Garza-Pena Elementary School	230 E. Sgt. Leonel Trevino	Cafeteria
70	**38**, 188, 203 & 215	Sharyland	Bannworth Boys & Girls	1804 N. Shary Rd.	Gym
71	**83**	Sharyland	John H. Shary Elementary	2300 N. Glasscock	Cafeteria
72	**51 &** 80	Sullivan	Fire Station	500 Cenizo Drive	Main Building
73	22, 42, 112, **132**, 186, 191 & 196	Weslaco	Business Visitor & Event Ctr.	275 S. Kansas	Conference Rm. B
74	2, 71, 111, **113**, 114 & 121	Weslaco	Stephen F. Austin School	514 W. 4th St.	USDA Building
75	21, 41, **57**, 58, 110, 190 & 250	Weslaco	County Comm. Pct #1	1902 Joe Stephens Ave. Ste 101	Break Room

7/22/2014

DRAFT

AI-45681 **Precinct #2** **15. A.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation of Resolution by Representative Armando "Mando" Martinez in honor of Cruz Alaniz

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/24/2014 02:02 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Monica Badillo Started On: 07/24/2014 01:47 PM

Final Approval Date: 07/25/2014

The State of Texas ☆ House of Representatives

This Certifies that the Texas Flag herewith presented to

THE HONORABLE CRUZ ALANIZ

By

ARMANDO "MANDO" MARTINEZ
STATE REPRESENTATIVE, DISTRICT 39

was flown at the Capitol of the Sovereign State of Texas

IN HONOR AND RECOGNITION OF YOUR YEARS OF PUBLIC SERVICE FOR THE PEOPLE OF ALAMO

In witness thereof and pursuant to the authority vested in me,
I have hereunto set my hand and seal of office at Austin, Texas,

this the ***10TH*** day of ***JULY*** A.D., ***2014***.

State Representative

The State of Texas

RESOLUTION

WHEREAS, The Honorable Cruz Alaniz, a longtime public official and civil rights leader in Alamo, has made lasting contributions to the people of that city; and

WHEREAS, Mr. Alaniz achieved a historic victory in 1967, when he became the first Hispanic mayor of Alamo; he served in that office until 1969 and again from 1975 to 1979; he further benefited his fellow citizens in the position of city commissioner, which he held from 1965 to 1967 and from 1981 to 1985; and

WHEREAS, Throughout his time in office, Mr. Alaniz worked tirelessly for the betterment of his community; his efforts were instrumental in the construction of a new city hall and water tower, as well as in the creation of new sewer and water plants; in addition, he helped to increase public safety by expanding the police and fire departments; and

WHEREAS, This esteemed Texan has also given back to his community through his involvement in a number of organizations, including the boards of the Lower Rio Grande Valley Development Council, Head Start, the Salvation Army, and the American Red Cross South Texas Chapter; and

WHEREAS, A champion of civil rights, Mr. Alaniz helped to end the system of segregated schooling in his community, and, together with other early Latino leaders, he paved the way for Hispanics throughout the Rio Grande Valley to serve in public office; in all his endeavors, he has promoted social and economic inclusion; and

WHEREAS, Cruz Alaniz has immeasurably enhanced the quality of life for his fellow Alamo residents, and his achievements will continue to resonate in the city for years to come; now, therefore, be it

RESOLVED, That Cruz Alaniz be commended for his service to the people of Alamo and that he be extended sincere best wishes for the future.

Armando "Mando" Martinez
State Representative
District 39

14R2063

AI-45448 **Precinct #2** **15. B.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Authorization and approval of proposed name recommended by the LRGVDC 9-1-1:
Proposed Name: Miller Farm Service Road

BACKGROUND

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 02:25 PM
Obdett Calzada	Obdett Calzada	07/24/2014 02:55 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Angela Garcia Started On: 07/10/2014 03:14 PM

Final Approval Date: 07/25/2014

Lower Rio Grande Valley Development Council

Cris Boswell, Harlingen, Harlingen ..... President
Mayor Tony Martinez, Brownsville ..... 1st Vice-President
Mayor James E. Darling, McAllen ..... 2nd Vice President
Mayor Celeste Sanchez, San Benito ..... Secretary
Mayor Pro-tem Armando Garza, Jr., San Juan ..... Treasurer
Hon. Norma G. Garcia, Member-at-Large ..... Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Hector "Tito" Palacios
Commissioner, Hidalgo County

John F. Gonzales
Judge, Willacy County

Pilar Garza
Commissioner, Alamo

David S. Simmons
Mayor, Donna

Daniel A. Guzman
Commissioner, Edcouch

Homer Jasso, Jr.
Council Member, Edinburg

Victor Gonzalez Jr.
Mayor, La Feria

Rosa Perez
Alderwoman, La Villa

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-Tem, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

John R. Cuellar
Mayor Pro-tem, Weslaco

Stella E. Garcia Ph.D
TSTC Harlingen

Roberto Loredo
Donna I.S.D.

Ronald Mills
Willacy Navigation District

Troy Allen
Delta Lake Irrigation District

Mayor Pro-Tem Eddy Gonzalez
Member-At-Large

Don Medina
Member-At-Large

Arturo Ramirez
Grassroots Organizations

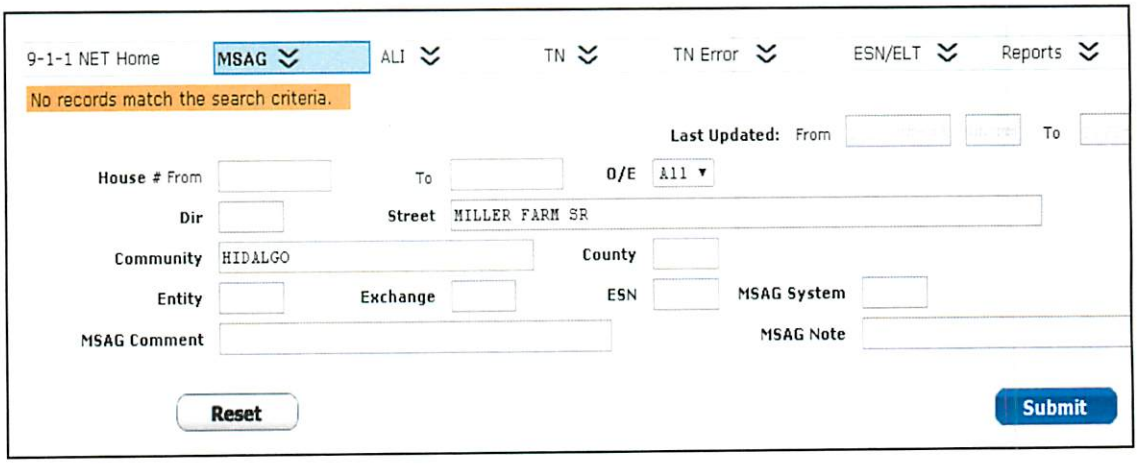
EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

June 25, 2014

Hector "Tito" Palacios
Commissioner Precinct #2
300 W Hall Acres Suite G
Pharr, TX 78577

The LRGVDC 9-1-1 Department acknowledges notification from resident Chet L. Miller III on the following: **PRPOSED NAME: MILLER FARM SERVICE ROAD** – to name entrance to their farm in Hidalgo Texas. Refer to map for road location.

A query was done on the state 9-1-1 database and found no match for the proposed name in the system. It is recommended for the proposed street name to be utilized for renaming the street/road specified.



ACKNOWLEDGED ON: June 23, 2014
RESEARCHED BY: Maggie Garza
TITLE: Planner I

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
BALDOMERO RD
COUNTY ROAD 2955
S JACKSON
E ITHICA AVE
S 35TH ST
S 33RD ST
S 32ND ST
S 31ST ST
S 30TH ST
S 29TH ST
S MCCOLL RD
S 25TH ST
S 25 1/2 ST
S 23RD ST
S 22ND ST
S 21ST ST
E HIGHWAY 281
E BRAZIL AVE
E COMA AVE
E DATIL AVE
E EBANO AVE
E EBANO ST
E TAMPICO AVE
E TAMPICO ST
MONTERREY ST
RUSSELL CT
S 19TH ST

AI-45711 **Budget and Management 16. A.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of the Business Associate Agreement with Brown and Brown Lone Star Insurance Services, Inc dba Alamo Insurance Group.

BACKGROUND

Attachments

HC ALAMO INS GROUP BBA

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/25/2014 04:55 PM
Glinda Pacheco	Glinda Pacheco	07/25/2014 05:08 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Angelica M. Tapia Started On: 07/25/2014 04:42 PM

Final Approval Date: 07/25/2014

ALAMO INSURANCE GROUP
BROWN & BROWN, INC.

Business Associate Agreement

This Business Associate Agreement ("Agreement") is being entered into between Lone Star Insurance Services, Inc, DBA Alamo Insurance Group ("Business Associate") and all of the Health Plans of Plan Sponsor ("Covered Entity") to facilitate compliance with the HIPAA Rules. In consideration for the compensation paid to Business Associate to provide services relating to and on behalf of Covered Entity, the parties agree to the terms set forth in this Agreement.

Article 1

Definitions

The following terms have the meanings described in this Article for purposes of the Agreement unless the context clearly indicates another meaning. Terms used, but not otherwise defined, in this Agreement have the same meaning as those terms in the Privacy Rule.

1.1 Business Associate

"Business Associate" means the person or entity described in the first paragraph of this Agreement.

1.2 CFR

"CFR means the Code of Federal Regulations.

1.3 Covered Entity

"Covered Entity" means all of the Health Plans maintained by Plan Sponsor.

1.4 Designated Record Set

"Designated Record Set" has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

1.5 Electronic Health Record

"Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.6 HIPAA

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

1.7 HIPAA Rules

"HIPAA Rules" means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

1.8 HITECH Amendment

"HITECH Amendment" means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

1.9 Individual

"Individual" has the same meaning as the term "individual" in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.10 Plan Sponsor

"Plan Sponsor" means **Hidalgo County**

1.11 Protected Health Information

"Protected Health Information" has the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.12 Required By Law

"Required By Law" has the same meaning as the term "required by law" in 45 CFR 164.103.

1.13 Secretary

"Secretary" means the Secretary of the Department of Health and Human Services or his designee.

1.14 Security Incident

"Security Incident" has the same meaning as the term "Security Incident" in 45 CFR 164.304.

Article 2

Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates, including, but not limited to, the following: Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules, Business Associate shall train its workforce regarding the HIPAA Rules, Business Associate shall enter into a privacy/security agreement with Covered Entity, Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within 10 calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or it has reasonably believed to have been breached and any other available information in Business Associate's possession which the Plan is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of

Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity. Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Again, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408 or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within 30 calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity reasonably available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

Article 3

Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plan(s), provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.

Article 4

Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to

abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Article 5

Term and Termination

5.1 Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. It shall take effect on **01/01/2014** and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

5.2 Termination for Cause

Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines that Business Associate has violated a material term of the Agreement. In this situation, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

5.3 Effect of Termination

(a) Except as provided in subparagraph (b) upon termination of this Agreement, for any reason, Business Associate shall return or if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines

that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement, for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

Article 6

Miscellaneous

6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

Business Associate:

Lone Star Insurance Services, Inc.,DBA Alamo Insurance Group
Contact Person: Gary Looney
3201 Cherry Ridge Drive, Suite D 405
San Antonio, Texas 78230

Covered Entity:

Health Plans of: Hidalgo County
Contact Person: Sergio Cruz, Budget Officer
2818 S. Business Hwy 281, Edinburg, TX 78539

6.2 Regulatory References

A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.3 Amendment

This Agreement may only be amended in a written document signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

6.4 Survival

The rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

6.5 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

6.6 Successors

This Agreement is binding on each party's legal successors.

6.7 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, Plan Sponsor and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

Covered Entity and Plan Sponsor agree to indemnify and hold harmless Business Associate and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Covered Entity or Plan Sponsor, or agents of Covered Entity or Plan Sponsor, in violation of this Agreement.

6.8 No Beneficiaries

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity, Plan Sponsor and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

Lone Star Insurance Services, Inc. (Business Associate)

Dated: _____ By _____

Sr. Vice President

Health Plans of **Hidalgo County** (Covered Entity)

Dated: _____ By _____

Its _____

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

Fwd: ALAMO INSURANCE GROUP BUSINESS ASSOCIATE AGREEMENT

From : Angelica Tapia <angelica.tapia@co.hidalgo.tx.us> Mon, Jul 28, 2014 03:59 PM
Subject : Fwd: ALAMO INSURANCE GROUP BUSINESS ASSOCIATE AGREEMENT 1 attachment
To : Debbie Tamez <debbie.tamez@co.hidalgo.tx.us>

Hi Debbie,

Please see Mr. Crain's comment on reviewing the Alamo Insurance Group Business Associate Agreement.

Thank You,

Angélica M. Tapia
Health Benefits Accountant IV
Hidalgo County DBM Employee Benefits Division
2818 S. Business Hwy 281
Edinburg, TX 78539
Ph (956) 292-7028 x5415
Fx (956) 292-7029

From: "Steve Crain" <scrain@atlashall.com>
To: "Angelica Tapia" <angelica.tapia@co.hidalgo.tx.us>
Sent: Friday, July 25, 2014 10:59:12 AM
Subject: RE: ALAMO INSURANCE GROUP BUSINESS ASSOCIATE AGREEMENT

I did review the Agreement however the Agreement does require Commissioners Court approval.

From: Angelica Tapia [mailto:angelica.tapia@co.hidalgo.tx.us]
Sent: Friday, July 25, 2014 8:54 AM
To: Stephen L. Crain
Subject: Fwd: ALAMO INSURANCE GROUP BUSINESS ASSOCIATE AGREEMENT
Importance: High

Good Morning Mr. Crain,

Mr. Gary Looney from Alamo Insurance Group sent Sergio the attached business associate agreement. Mr. Looney mentioned that you had reviewed it already and that it

didn't require Commissioner's Court approval. I just wanted to double check with you that is correct. Please advise.

Thank You,

Angélica M. Tapia
Health Benefits Accountant IV
Hidalgo County DBM Employee Benefits Division
2818 S. Business Hwy 281
Edinburg, TX 78539
Ph (956) 292-7028 x5415
Fx (956) 292-7029

From: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
To: "Angelica Tapia" <angelica.tapia@co.hidalgo.tx.us>
Cc: "Flora Vazquez" <flora.vazquez@co.hidalgo.tx.us>
Sent: Thursday, July 24, 2014 1:26:52 PM
Subject: Fwd:

Angelica,

Can you see if Court approved this agreement already. If not, can you place the item on the Agenda so we can Court approve it.

Thanks,

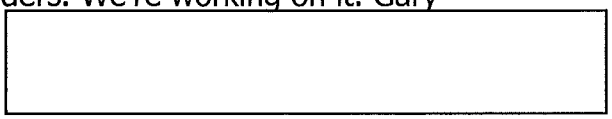
Sergio Cruz

Budget Officer
County of Hidalgo, Texas
Department of Budget & Management
Office: (956) 292-7000 Ext. 5424
Fax: (956) 292-7035
sergio.cruz@co.hidalgo.tx.us

From: "Gary Looney" <glooney@alamoinsgrp.com>
To: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
Cc: "Leticia Garcia" <Lgarcia@alamoinsgrp.com>

Sent: Thursday, July 24, 2014 12:34:56 PM

Sergio, Here is the Business Associate Agreement that Steve Crain was referencing in his email. If you will sign the document scan in the signature page or fax to me I'll make my auditor happy. Sorry I missed you at the Wellness meeting. We had some interesting input from Catapult. Everyone likes them but we need to determine if there is a conflict with other similar providers. We're working on it. Gary



Did you know we sell Homeowners, Auto, Umbrella, Life, Group Benefits, Personal Watercraft, Recreational Vehicle and Business Insurance?
Call me today so a Brown & Brown Account Specialist can review your portfolio.
NOTICE: Please be aware that you cannot bind, alter or cancel coverage without speaking to an authorized representative of Brown & Brown Lone Star Insurance Services, Inc. dba Alamo Insurance Group

Confidentiality Notice: Protected Health Information Enclosed:
Protected Health Information (PH) is personal and sensitive Individually-identifiable information related to a person's health care. It is being faxed/emailed to you after appropriate authorization from the individual or under circumstances that do not require authorization. You, the recipient, are obligated to maintain it in a safe, secure and confidential manner. Re-disclosure without authorization or as permitted by law is prohibited. Unauthorized re-disclosure or failure to maintain confidentiality could subject you to penalties described in federal and state law.

IMPORTANT WARNING:

This message is intended for the use of the person or entity to which it is addressed. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any disclosure, copying or distribution of this information is strictly prohibited. Please notify the sender immediately to arrange for the return or destruction of these misdirected documents.

image001.jpg
529 B

AI-45701 **Budget and Management 16. B.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Presentation and discussion on 2014 Capital Improvement Project requests.
2. Discussion, consideration and approval designating the County Judge of the County of Hidalgo as authorized representative of the County of Hidalgo to give notice of intent to reimburse expenditures with proceeds of tax exempt obligations.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Presentation and discussion...

Form Review

Inbox	Reviewed By	Date
Sergio Cruz (Originator)	Sergio Cruz	07/25/2014 03:46 PM
Budget & Management	Debbie Tamez	07/25/2014 04:41 PM
Manuel Chapa	Manuel Chapa	07/25/2014 04:53 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Sergio Cruz Started On: 07/25/2014 02:17 PM

Final Approval Date: 07/25/2014

AI-45694 **Budget and Management 16. C.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Sergio Cruz **Submitted By:** Marianella Canton, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sanitation Program
1. Approval of Order creating a Solid Waste Disposal Program and assessment of a $25.00 fee for ninety (90) days for rural and unincorporated residents of Hidalgo County.
2. Approval of the Countywide Solid Waste Citizen Collection Station Rules.

BACKGROUND

Attachments

legal
order
guidelines

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/25/2014 11:45 AM
Glinda Pacheco	Glinda Pacheco	07/25/2014 05:07 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Marianella Canton Started On: 07/25/2014 10:12 AM

Final Approval Date: 07/25/2014

Zimbra **marianella.canton@co.hidalgo.tx.us**

Legal Approval - Sanitation Order

From : Rey Salazar <rey.salazar@co.hidalgo.tx.us> Mon, Jul 28, 2014 08:33 AM
Subject : Legal Approval - Sanitation Order
To : Marianella Canton <marianella.canton@co.hidalgo.tx.us>
Cc : Sylvia Solis <sylvia.solis@co.hidalgo.tx.us>

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "rey salazar" <rey.salazar@co.hidalgo.tx.us>
Sent: Friday, July 25, 2014 1:32:26 PM
Subject: FW: Sanitation Order

Looks good.

From: Rey Salazar [mailto:rey.salazar@co.hidalgo.tx.us]
Sent: Friday, July 25, 2014 4:18 PM
To: Stephen L. Crain
Subject: Re: Sanitation Order

Hello Mr. Crain,

Attached please find the 2nd revision as per your request. Thanks.

Rey Salazar
Director, Strategic Planning Division
Department of Budget and Management
2818 S. Business Hwy. 281
Edinburg, Tx. 78541
(956) 292-7025 Phone
(956) 292-7035 Fax

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "rey salazar" <rey.salazar@co.hidalgo.tx.us>
Sent: Friday, July 25, 2014 1:32:26 PM
Subject: FW: Sanitation Order

Good Afternoon Mr. Salazar:

See attached pdf document with Mr. Crain's revisions. If you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for Stephen L. Crain

682.5501

AN ORDER CREATING A COUNTY SOLID WASTE DISPOSAL PROGRAM AND ASSESSMENT OF FEES FOR RURAL AND UNINCORPORATED AREA RESIDENTS OF HIDALGO COUNTY

Be it **ORDERED** and **APPROVED** by the Commissioners Court of Hidalgo County, Texas.

SECTION 1. GENERAL PROVISIONS AND FINDINGS

WHEREAS, the Hidalgo County Commissioners Court has both the responsibility and the authority to protect the health, safety and welfare of the citizens of Hidalgo County, Texas; and

WHEREAS, a county may appropriate and spend money from its general revenues to manage solid waste and to administer a solid waste program and may charge reasonable fees for those services pursuant to 361.153 of the Texas Health and Safety Code; and

WHEREAS, the Commissioners Court hereby finds that a Solid Waste Disposal Program, and a system for the issuance of solid waste disposal permits and fees is necessary in order to preserve and protect the public health and safety of the residents in Hidalgo County and that only rural and unincorporated residents of Hidalgo County shall be permitted to carry solid waste to a County Solid Waste Citizen Collection Station, and that appropriate fines may be assessed for violations of established rules and guidelines related to said program, to wit:

The Court finds that it is necessary to require that a solid waste permit be displayed on any vehicle carrying solid waste to a County Solid Waste Citizen Collection Station, and each individual permit issued shall correspond to a specific vehicle; and

The Court finds it is necessary to assess a twenty five dollar ($25.00) solid waste permit fee for each individual vehicle carrying solid waste to a County Solid Waste Citizen Collection Station which will be valid for a period of ninety (90) days from the date of purchase.

SECTION 2. SUBSTANTIVE PROVISIONS AND DEFINITIONS

For the above reasons, and pursuant to the provisions of Section 361.153 of the Texas Health and Safety Code, the Hidalgo County Commissioners Court hereby

ORDERS, RESOLVES and **DECREES** the following**:**

IT IS ORDERED that a County Solid Waste Disposal Program, a system for the issuance of solid waste disposal permits and fees, and rules and guidelines related to said program are hereby established. In order to dispose of solid waste at a County Solid WasteCitizen Collection Station you must be a Hidalgo County rural and unincorporated area resident with a valid Solid Waste Permit. A Solid Waste Permit is required for each individual vehicle transporting or carrying waste to a County Solid Waste Citizen Collection Station, and each permit issued shall be registered to a specific vehicle. It will be a violation of this order to submit a permit registered to another vehicle which is not the vehicle transporting or carrying the solid waste. A twenty five dollars ($25.00) fee will be assessed for each permit issued and will be valid for ninety (90) days from the date of purchase. Permits may be issued for additional time periods and the fee for such permits shall in no event be less than twenty five dollars ($25.00) for each increment of ninety days in the time

period so issued for the permit. Proper identification documents must be presented before a permit will be issued.

DEFINITIONS IN THIS ORDER:

1. "Solid waste" means garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. Texas Health & Safety Code § 361.003.

2. "Solid Waste Citizen Collection Station" means all contiguous land, including structures, appurtenances, and other improvements on the land, used for processing, storing, or disposing of solid waste. The term includes a publicly or privately owned solid waste facility consisting of several processing, storage, or disposal operational units.

SECTION 3. CIVIL PENALTY

Disposal of solid waste at any of the County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed, aviolation of established rules and guidelines, or any other provision of this order may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

SECTION 4. SEVERABILITY

If any portion of this order is deemed to be in violation of the statutes of the constitution of this state of the United States by a court of competent jurisdiction, said portion shell be severed, and the remaining portions of the order shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE

This order shall become effective _____.

Read and adopted this _____ day of _____, 2014, by a vote of _____ ayes and _____nays.

_____
RAMON GARCIA
County Judge

_____
A.C. CUELLAR, JR.
County Commissioner, Pct. 1

_____
HECTOR"TITO"PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

_____
Attest: ARTURO GUAJARDO, JR.
County Clerk

HIDALGO COUNTY

SOLID WASTE CITIZEN COLLECTION STATION RULES & GUIDELINES

The Commissioners' Court of Hidalgo County has ordered a Solid Waste Disposal program and has adopted these Solid Waste Citizen Collection Station Rules and Guidelines in order to safeguard the public health; to ensure the safety of county employees; to ensure the safe and efficient operation of the citizen collection station; to ensure that only residential waste from rural and unincorporated area county residents is disposed of at the Citizen Collection Station and to control and monitor proper access to the Citizen Collection Station.

GENERAL CITIZEN COLLECTION STATION RULES

- The Citizen Collection Station will accept authorized solid waste generated by the rural and unincorporated resident living within Hidalgo County as described under these rules
- Rural boundaries are areas not within city limits
- The operator of any vehicle transporting authorized solid waste to the citizen collection station shall, as condition of use, present evidence and/or answer any reasonable questions concerning the nature and place of origin of that material as the sanitation attendant in charge may request
- The Attendant in Charge shall be obeyed at all times and all authorized solid wastes must be deposited in appropriate designated areas and in accordance with the collection station operator's instructions
- The County of Hidalgo reserves the right to reject any solid wastes, which it considers to be detrimental to the operation of the collection station, or contrary to these Rules
- The Citizen Collection Station will only admit vehicles with a valid collection station permit displayed on the vehicle.
- At the time of making application to obtain a permit, the applicant shall present and provide any requisite materials as described herein to determine eligibility
- Permits will be issued only to those applicants who comply with these Rules. The ownership of real property is not the determining factor as to who may receive a permit
- Use of the collection station shall be limited to the hours determined by each Precinct

PROHIBITED CONDUCT

Disposal of solid waste at any of the Hidalgo County Solid Waste Citizen Collection Station without a valid solid waste permit properly displayed a violation of established rules and guidelines may result in civil penalties. Complaints may be reported to the Hidalgo County Constable's Office(s); Violations shall be referred to the Office of the Criminal District Attorney.

PERMITS

A permit is required for use of all Hidalgo County Solid Waste Citizen Collection Stations. Permits must prominently be displayed on the user's vehicle and must be visible when within the Citizen Collection Station. All vehicles entering the Citizen Collection Station must display a valid permit issued to that specific vehicle and vehicle owner. All permits MUST have a permit application filled out in full before a permit is issued. Citizen Collection Station Permit permits are not valid until affixed to the permitted vehicle.

- ONLY Hidalgo County rural and unincorporated area residents will qualify for the permit
- All users are required to obtain a permit prior to use of the collection station
- Citizen Collection Station permit are not transferable
- Each permit will cost $25 and will be good for ninety (90) days from the date of purchase
- Permits for each additional vehicle may be obtained at a cost of $25 for ninety (90) days
- Proof of Hidalgo County rural residency, name, address, personal identification and vehicle information is required at the time of application
- Limit one (1) vehicle per permit
- Permit applications and renewals may be obtained at the designated Precinct Offices

HIDALGO COUNTY

SOLID WASTE CITIZEN COLLECTION STATION RULES & GUIDELINES

PAYMENT METHODS

- Cash
- Credit or Debit Cards

SCREENING

- Rural residents will be screened to ensure they possess a valid permit for the vehicle present
- Incoming trash will be visually inspected to deter un-authorized waste
- No vehicle will be allowed entry to the Citizen Collection Station without a valid permit displayed on the authorized vehicle
- Inspection on all white goods must be done in order to confirm if Freon has been removed
- Frequency of the person's use of the Citizen Collection Stations will be closely monitored to ensure compliance of set Rules

AUTHORIZED SOLID WASTE

Residential Waste

- Residential waste includes normal household refuse/garbage (paper, plastics, cans, food and vegetable scraps)
- All household trash must be bagged

Tires

- Limit four (4) passenger and light truck tires per month from residential customers
- Tire disposal will require prior precinct authorization

Brush & Yard Waste

- Leaves, grass clippings, tree trimmings and brush
- Each precinct will have a designated collection station that will allow brush or yard waste
- Brush should be cut in 3 to 4 foot lengths and securely tied

Bulky Items

- Any item measuring in excess of either forty eight (48) inches in length or fifty (50) pounds in weight
- Refrigerator, stoves, washing machines, dryers, water tanks, mattresses, chairs, furniture, electronics and couches

White Goods

- Any item measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight
- Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer
- Freon must be removed from all white goods in order to accept the items

Scrap Metal

- Metal that can be sold as scrap

HIDALGO COUNTY

SOLID WASTE CITIZEN COLLECTION STATION RULES & GUIDELINES

NON-AUTHORIZED SOLID WASTE

Commercial waste

- Contractor or commercial waste/building materials
- Demolition waste such as brick, concrete, shingles, wood, gypsum, and sheet rock

Automotive Parts

- Car batteries, fenders, vehicle doors, body and frame parts, engines, transmissions; as these items should be disposed of in a salvage yard.
- Commercial truck/tractor tires

Hazardous waste

- Pesticides, fertilizers, herbicides, chemicals and cleaners
- Paint thinners, toxins, poisons, asbestos, and petroleum products such as gas, oil and kerosene
- Drums, Paint Cans, liquids or solvents of any kinds
- Items with Freon (Refrigerators, freezers, A/C Units)
- Dead animals

ALLOWABLE VEHICLES

- Passenger cars including station wagons and sport utility vehicles, residential vans, pick-up trucks and small single axle utility trailers (overall size not to exceed 5' x 8')

VEHICLES NOT ALLOWED

- Dump trucks, Box Trucks, Rack Body Trucks, Large Trailers (exceeding 5' x 8') and large trucks (those with a cargo area exceeding manufacturer's full size pick-up truck body)
- Double axel trailers will not be accepted

****

NOTICE: ***DISPOSING OR ALLOWING OR PERMITTING THE DISPOSAL OF LITER OR OTHER SOLID WASTE AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR ; RECEIVING LITTER OR OTHER SOLID WASTE FOR DISPOSAL AT A PLACE THAT IS NOT AN APPROVED DISPOSAL FACILITY OR; TRANSPORTING LITTER OR OTHER SOLID WASTE TO A PLACE THAT IS NOT AN APPROVED FACIILITY FOR DISPOSAL OR; DISPOSING SOLID WASTE OR LITTER IN A DUMPSTER THAT IS CONTROLLED BY SOMEONE ELSE WITHOUT PERMISSION, IS A VIOLATION OF LAW AND OFFENDERS SHALL BE PROSECUTED(Sub. Ch. B, Ch. 365 Health & SafetyCode).***

AI-45410 **Budget and Management 16. D.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

FY 2014 JAG Grant (1282):
1. Approval to accept the FY 14 Edward Byrne Memorial Justice Assistance Grant award (JAG) in the amount of $46,650.00.
2. Approval of Certification of Revenues by the County Auditor for the FY 14 Edward Byrne Memorial Justice Assistance Grant award (JAG).
3. Approval of 2014 appropriation of funds for the FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $46,650.00 (1282).
4. Approval of Salary Schedule.

BACKGROUND

FY 14 Jag funds will cover salaries, fringe benefits, and other allowances (Court Coordinator - Auxiliary Court) for approximately 8.7 months (October 2014 - June 2015).

The award should be signed by the authorized grantee official (County Judge). The authorized grantee official should also initial each page of Special Conditions (bottom right corner). Both the Award document and special conditions should be sent to the Office of Justice Programs Control Desk via email (acceptance@usdoj.gov) or by fax to 202-354-4081 or 866-388-3055.

Award# 2014-DJ-BX-0263 Grant Period 10/1/13 thru 9/30/17

Reference:
AI#44435 5-20-14 To apply for grant &
Public Hearing & Discussion... on Program application, strategies, narratives etc.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1282-412-00-115-047-7-XXX

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

County Fiscal/ Calendar year: 4
Grant Account Fiscal year: 7
Federal Fiscal Year: 2014

PROJECT PERIOD: FROM 10/01/2013 TO 09/30/2017
BUDGET PERIOD: FROM 10/01/2013 TO 09/30/2017

Appropriation of funds in the total amount of $46,650.00 for the FY 14 Jag Grant.

Revenue account--> 4-1282-331-11-115-047-7-000 Justice Assistance Grant - Revenue
No local cash match required.

Budgetary Impact: Health & Life Insurance expenditures will be reclassified to general fund.

Change of status forms to be sumitted for processing upon exhaustion of account fiscal year (6) grant funds.

Attachments

Email award notice fr DOJ
Award documents
COR
Appropriation
Salary Schedule

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	07/09/2014 01:35 PM
Rosalinda Cantu	Rosie Cantu	07/25/2014 02:37 PM
Obdett Calzada	Obdett Calzada	07/25/2014 04:28 PM
Budget & Management	Debbie Tamez	07/25/2014 04:37 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Manuel Chapa Started On: 07/09/2014

Final Approval Date: 07/25/2014

----- Original Message -----
From: donot-reply@ojp.usdoj.gov
To: "ramon garcia" <ramon.garcia@co.hidalgo.tx.us>, "manuel chapa" <manuel.chapa@co.hidalgo.tx.us>
Sent: Tuesday, July 8, 2014 8:05:23 PM
Subject: GMS Award 2014-DJ-BX-0263

Congratulations. You have been awarded a grant by the Office of Justice Programs at the Department of Justice. Accepting your award is a two step process.

The first step is to designate a Financial Point of Contact (FPOC) for your award. To designate a FPOC please follow these steps:

1. Log into GMS.
2. Click the "Awards" link on the navigation bar on the left hand side.
3. Click the "View Award Instructions" link to the right of the award you want to accept.
4. A new page displays with this message near the top: "The FPOC designation must be submitted before the Award Package can be accessed." The page contains text boxes highlighted in light yellow to capture the FPOC registration information.
    a. If information for the FPOC of this award already exists in GMS, the first table entry will contain a box with the text "Available Financial Points of Contact." There is a box with a dropdown arrow to allow the selection of the FPOC. Select the name and click the "Load POC" box. GMS will populate the data entry fields with information from the user Profile. Click the button near the bottom of the page labeled "Submit."
    b. If the name of the FPOC is not one of the choices using the dropdown arrow, type the appropriate information in each of the fields. Fields with an asterisk (*) are required. Click the button near the bottom of the page labeled "Submit." The FPOC will receive an email requesting them to complete the FPOC registration.
5. Click "Yes" on the confirmation page.
6. You are allowed to assign more than one FPOC to each award. You are able to change the FPOC under the "Manage Users" link on the GMS home page.

NOTE: If you come to the Financial Point of Contact designation screen and the information in the fields are already grayed out and no "Submit" button is available, then the Financial Point of Contact has already been chosen. You will have to accept your award and await confirmation before you can change this designation. If, at that time, you need instructions on how to proceed, you can review the "Creating a Financial Point of Contact instructions" or contact the GMS Helpdesk for assistance.

The second step is to click on the "Award Document" link and download the award documents. If you choose to accept the award and ALL the special conditions, please:

1. Print the Award Document and Special Conditions.
2. Have the Award Document signed by the Authorized Grantee Official (Note: In Box 18 of the Award Document, the name and the title of the authorized grantee official are preprinted. The person named as the official in Box 18 should sign the Award Document in Box 19 and enter the signature date in Box 19A).

3. Have the Authorized Grantee Official initial the bottom right corner of each page listing any Special Conditions of the Award Document.

4. Return BOTH the Award Document and the Special Conditions pages to the Office of Justice Programs, Control Desk by email to acceptance@usdoj.gov or by fax to (toll free) 1-866-388-3055 or (local) 202-354-4081. Select only ONE of these submission options to avoid duplicate submissions.

If you choose not to accept the award, or if you do not agree with the terms/conditions of the award and would like to discuss options, then please contact your OJP program manager, Carrie Booth at 2023057426.

If the Authorized Grantee Official named on the Award Document is no longer authorized to accept this award on behalf of your organization, do not alter the pre-printed name in box 18. Please go to the Grant Adjustment Notice (GAN) link and request an adjustment to the name of the authorized official. This GAN must be approved before you can accept the award. Once the GAN to change the name of the authorizing official has been approved, you should:

1. Print the approved GAN;
2. Print the original award document;
3. Have the new approving official sign the acceptance next to the former official's name and initial the special conditions page(s);
4. Email or fax the signed acceptance, special conditions, and the approved GAN to the Control Desk as noted above in #4;

If you have programmatic questions, contact Carrie Booth at 2023057426. For financial questions, contact OCFO Customer Service at 1-800-458-0786. For questions about retrieving or printing these documents, designating a Financial Point of Contact, or creating a Grant Adjustment, please contact the GMS Help Desk at 1-888-549-9901 option #3 or email them at gms.helpdesk@usdoj.gov.

Web link to GMS: https://grants.ojp.usdoj.gov

Please follow these links to access important OJP instructions:

Creating a financial point of contact instructions:
http://www.ojp.usdoj.gov/funding/pdfs/fsr_user_manual.pdf

Post Award Instructions: http://www.ojp.usdoj.gov/funding/pdfs/post_award_instructions.pdf

OJP Financial Guide: http://www.ojp.usdoj.gov/financialguide/

Please do not reply to this message. You can contact your program manager Carrie Booth at 2023057426.

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

July 8, 2014

The Honorable Ramon Garcia
Hidalgo County
100 E. Cano Street, 2nd Floor
Edinburg, TX 78539-4548

Dear Judge Garcia:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local in the amount of $46,650 for Hidalgo County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Carrie Booth, Program Manager at (202) 305-7426; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

July 8, 2014

The Honorable Ramon Garcia
Hidalgo County
100 E. Cano Street, 2nd Floor
Edinburg, TX 78539-4548

Dear Judge Garcia:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Hidalgo County
100 E. Cano Street, 2nd Floor
Edinburg, TX 78539-4548

4. AWARD NUMBER: 2014-DJ-BX-0263

5. PROJECT PERIOD: FROM 10/01/2013 TO 09/30/2017

BUDGET PERIOD: FROM 10/01/2013 TO 09/30/2017

6. AWARD DATE 07/08/2014

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
746000717

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Hidalgo County Auxiliary Court

10. AMOUNT OF THIS AWARD $ 46,650

11. TOTAL AWARD $ 46,650

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY14(BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Denise O'Donnell
Director

17. SIGNATURE OF APPROVING OFFICIAL

Denise O'Donnell

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Ramon Garcia
Judge

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		46650

21. NDJUGT0119

PROJECT NUMBER 2014-DJ-BX-0263 AWARD DATE 07/08/2014

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide Conference Cost Chapter.

11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

15. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

SPECIAL CONDITIONS

16. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/ffata.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

17. The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported on the quarterly Federal Financial Report, SF 425.

18. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

20. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.

PROJECT NUMBER 2014-DJ-BX-0263 AWARD DATE 07/08/2014

SPECIAL CONDITIONS

21. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

22. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

23. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

24. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

SPECIAL CONDITIONS

25. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

26. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

27. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

28. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

31. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

32. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

SPECIAL CONDITIONS

33. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

34. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

35. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

36. No JAG funds may be expended on the purchase of unmanned aircraft, unmanned aircraft systems or unmanned aerial vehicles (UA/UAS/UAV), unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Any state or local jurisdiction receiving BJA approval to utilize JAG funds for this type of purchase must certify to DOJ that it received Federal Aviation Administration (FAA) approval to operate a UA/UAS/UAV and that it is legal to operate a UA/UAS/UAV in the proposed jurisdiction or geographic area. The recipient must submit a statement on the goals and objectives for the use of a UA/UAS/UAV, the anticipated specific uses, and policy regarding privacy considerations. BJA may require additional reporting requirements that will be stipulated post award.

37. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If you do not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Hidalgo County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see http://www.ojp.usdoj.gov/BJA/resource/nepa.html. Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2014-DJ-BX-0263

This project is supported under FY14(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Carrie Booth
(202) 305-7426

2. PROJECT DIRECTOR (Name, address & telephone number)

Manuel Chapa
Planning Analyst
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548
(956) 292-7025

3a. TITLE OF THE PROGRAM

BJA FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Hidalgo County Auxiliary Court

5. NAME & ADDRESS OF GRANTEE

Hidalgo County
100 E. Cano Street, 2nd Floor
Edinburg, TX 78539-4548

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2013 TO: 09/30/2017

8. BUDGET PERIOD

FROM: 10/01/2013 TO: 09/30/2017

9. AMOUNT OF AWARD

$ 46,650

10. DATE OF AWARD

07/08/2014

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

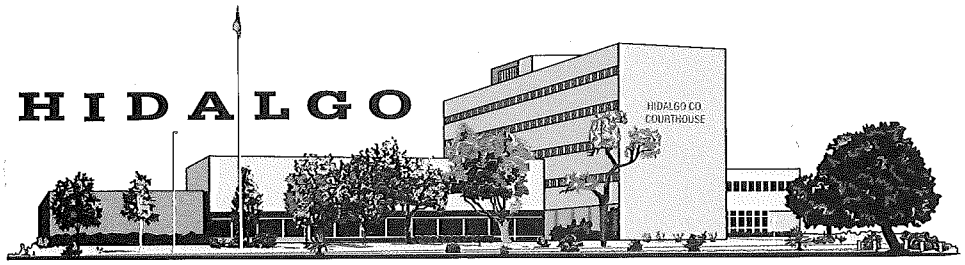
13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).
Hidalgo County will use the FY 2014 JAG funds to enhance or improve its criminal justice system by continuing to fund the court coordinator position for its auxiliary courts. The auxiliary courts are a component of the entire Hidalgo County criminal justice system and their function and activities play an integral part in improving the criminal justice system in Hidalgo County. NCA/NCF

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

July 22, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following grant award from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$46,650	Award No. 2014-DJ-BX-0263 Hidalgo County FY 2017 JAG Project

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/18/14
Date

HIDALGO COUNTY DISTRICT JUDGES

ARDO 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. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

DATE: July 9, 2014

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept of Budget & Mgmt for Auxiliary Court - FY 14 Justice Assitance Grant (JAG) - (1282)

ACCOUNT NUMBER: 4-1282-412-00-115-047-7-XXX (Jag Grant

Contact Person: Manuel Chapa **Ph#** (956) 292-7025 ext. 5760

2014
Transfer

AI# 45410

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1282-412-00-115-047-7-113	JAG-Salaries - F/T Employees	39,266.00
4-1282-412-00-115-047-7-115	JAG-Longevity Pay	571.00
4-1282-412-00-115-047-7-220	JAG-FICA	2,715.00
4-1282-412-00-115-047-7-230	JAG-Retirement	3,865.00
4-1282-412-00-115-047-7-250	JAG-Unemployment Compensation	177.00
4-1282-412-00-115-047-7-260	JAG-Worker's Compensation	56.00
	TOTAL APPROPRIATION	**46,650.00**
4-1282-331-11-115-047-7-000	Justice Assistance Grant - Revenue	46,650.00
	TOTAL REVENUE	**46,650.00**
	TOTAL BUDGET INCREASE (DECREASE)	**46,650.00**

REASON: To appropriate the FY 2014 Edward Byrne Justice Assistance Grant (JAG) Program award. Health and life insurance expenditures will be reclassified to general fund.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1282-412-00-115-047-7

AI - 45410

JAG

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	
G001	113	COURT COORDINATOR	$47,730.00	$0.00	$47,730.00	0	$0.00	$0.00	$47,730.00	$47,730.00	$720.00	$0.00	$0.00	$0.00	$0.00	$48,450.00
		TOTAL	**47,730.00**	**0.00**	**47,730.00**		**0.00**	**0.00**	**47,730.00**	**47,730.00**	**720.00**	**0.00**	**0.00**	**0.00**	**0.00**	**48,450.00**

APPROVAL OF SALARY SCHEDULE IS PENDING CC APPROVAL.
FISCAL YEAR TO BE CHANGED UPON EXHAUSTION OF ACCOUNT FISCAL YEAR (6) GRANT FUNDS.

AI-45618 **Budget and Management 16. E. 1.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Pct 3 **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 3 R&B (1200):
Approval of 2014 appropriation of funds from the R&B unreserved fund balance for Pct. 3 Rd. Maint (fund 1200, program 005) in the amount of $18,284.31 to fund various operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for Pct. 3 Rd. Maint. To fund various operating expenditures. Monies are taken from the R&B unreserved F/B.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 04:31 PM
Glinda Pacheco	Glinda Pacheco	07/24/2014 02:40 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Merlen P. Munoz Started On: 07/21/2014 10:36 AM

Final Approval Date: 07/25/2014

DATE: July 21, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Pct 3 Rd. Maint**

ACCOUNT NUMBER: 4-1200-431-00-123-005-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1200-431-00-123-005-0- 432	PCT 3 RD MAINT	EQUIP & VEH R&M SRV	18,284.31
		TOTAL BUDGET INCREASE (DECREASE)	**18,284.31**

REASON: Appropriation of funds for Pct. 3 Rd. Maint. to fund various operating expenditures from the unreserved R & B fund balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-45542 **Purchasing Department 17. A. 1.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Martha L. Salazar **Submitted By:** Roy Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval to declare the items listed in Exhibit "A" (office furniture, equipment and vehicles) attached herein as surplus for the purpose of sale through auction (scheduled for 08-14-2014) in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received;

B. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to:'...order any of the property to be destroyed or otherwise disposed of as worthless in as much as the sale of said items CC undertook to sell (under Subsection (1) at auction on 08-14-2014 resulted in no bids were received;

C. Requesting authority to publish advertisement for the auction of surplus equipment and vehicles scheduled for 08-14-2014, including but not limited to Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions.

BACKGROUND

An inventory was conducted at the auctioneer's premises and found several items broken, weathered, and/or obsolete. The assets have no value to the County due to their condition.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Revenues coming in...

An inventory was conducted at the auctioneer's premises and found several items broken, weathered, and/or obsolete.
The assets have no value to the County due to their condition.

Attachments

Code
list

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	07/18/2014 09:31 AM
Budget & Management	Debbie Tamez	07/18/2014 09:54 AM
Manuel Chapa	Manuel Chapa	07/18/2014 01:17 PM
Auditor's Office	Monica Badillo	07/25/2014 05:26 PM
Form Started By: Roy Garcia		Started On: 07/16/2014 11:33 AM

Final Approval Date: 07/25/2014

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, Sec. 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, Sec. 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, Sec. 1, 3, eff. June 18, 2003. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1233, Sec. 2, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. 931, Sec. 1, eff. September 1, 2009.

Asset No	Asset Description	Serial No	Pallet #
31396	Fabric Chair	N/A	1
NT-0060	Black Guest Chair	N/A	1
NT-0061	Black Office Chair	N/A	1
33273	Executive Chair	N/A	1
13-0076	Gray Office Chair	N/A	1
NT-0062	Black Office Chair	N/A	1
NT-0063	Black Plastic Office Chairs	N/A	1
NT-0064	Fabric Guest Chairs (11)	N/A	1
13-0236	Broken Fabric Chair	N/A	1
28820	Executive Chair	N/A	1
ME001647	Blue Fabric Chair	N/A	1
UC-2329	Red Fabric Chair	N/A	1
ME001640	Black Office Chair	N/A	1
NT-0065	Black Office Chair	N/A	1
NT-0066	Black Office Chair	N/A	1
13-0638	Red Guest Plastic Chair	N/A	1
13-1224	Blue Fabric Chair	N/A	1
13-1081	Red Office Chair	N/A	1
NT-0067	Red Office Chair	N/A	1
NT-0068	Black Plastic Office Chairs	N/A	1
NT-0069	Red Fabric Chair	N/A	1
NT-0070	Red Office Chair	N/A	1
13-0298	Gray Office Chair (5)	N/A	1
22753	Fabric Guest Chair	N/A	1
22824	Fabric Guest Chair	N/A	1
22752	Fabric Guest Chair	N/A	1
13-0299	Fabric Guest Chairs (5)	N/A	1
NT-0071	Brown Fabric Office Chair	N/A	1
NT-0072	Red Fabric Chair	N/A	1

Asset No	Asset Description	Serial No	Pallet #
33022	Executive Chair	N/A	1
UC-5144	Black Fabric Chair	N/A	1
NT-0073	Red Fabric Chair	N/A	1
NT-0074	Red Fabric Chair	N/A	1
NT-0075	Black Office Chair	N/A	1
13-0002	Folding Chairs (3)	N/A	1
NT-0076	Gray Office Chair	N/A	1
UC-2330	Red Office Chair	N/A	1
13-0151	Wood Chair	N/A	1
NT-0077	Wood Guest Chairs	N/A	1
NT-0078	Blue Guest Chair	N/A	1
NT-0079	Fabric Guest Chair	N/A	1
39693	Fabric Office Chair	N/A	1
39554	Blue Office Chair	N/A	1
NT-0080	Red Office Chair	N/A	1
13-0001	Guest Chair	N/A	1
T-1246	Fabric Office Chair	N/A	1
NT-0081	Guest Chair	N/A	1
25250	Guest Chair	N/A	1
24426	Wood Guest Chairs	N/A	1
NT-0082	Guest Chair	N/A	1
NT-0083	Guest Chair	N/A	1
39653	Office Chair	N/A	1
NT-0084	Office Chair	N/A	1
49339	Fabric Office Chair	N/A	1
ME001695	Red Office Chair	N/A	1
NT0085	Office Chair	N/A	1
NT0086	Office Chair	N/A	1
NT0087	Office Chair	N/A	1
26985	Guest Chair	N/A	1

Asset No	Asset Description	Serial No	Pallet #
NT0088	Blue Fabric Guest Chair	N/A	1
M001638	Blue Office Chair	N/A	1
39549	Office Chair	N/A	1
39531	Office Chair	N/A	1
34161	Office Chair	N/A	1
ME001622	Office Chair	N/A	1
39142	Office Chair	N/A	1
NT0089	Office Chair	N/A	1
22796	Guest Wood Chair	N/A	1
39555	Office Chair	N/A	1
17158	Office Chair	N/A	1
NT0090	Office Chair	N/A	1
NT0091	Office Chair	N/A	1
14-0335	Executive Chair	N/A	1
ME001058	Hon 2 Drawer Filling Cabinet	N/A	1
44278	Dell Optiplex SX280	FTC2J71	2
44710	Dell Optiplex SX280	CY8MR71	2
44277	Optiplex SX280	HTCZJ71	2
44556	Dell Optiplex GX620	B6GVP91	2
47410	Optiplex GX270	GH0QV31	2
43422	Optiplex GX280	86BHZ61	2
44691	Optiplex GX280	DD8MR71	2
45543	Acer Power APS285	60601F8FEK00	2
48618	Dell Optiplex 755	J2DQKHI	2
47517	Optiplex SX280	G319071	2
44686	Dell Optiplex 280	FW8MR71	2
44687	Dell Optiplex GX 280	7D8MR71	2
44208	Dell Optiplex GX 620	G2W3981	2
44666	Dell Optiplex GX280	909MR71	2

Asset No	Asset Description	Serial No	Pallet #
47523	Optiplex SX280	4519071	2
44688	Dell Optiplex GX280	6Y8MR71	2
44677	Dell Optiplex GX280	GG8MR71	2
29818	486 DX4DIGI COM	MXD 128386	2
42701	Multiwave PC	53909	2
13-0110	Dell Optiplex GX280	2079M151	2
33360	Cell Dimension XPS R450	URF7H	2
13-0106	Dell Perciron 670	JVTW261	2
13-0137	Acer Power F1	PS0076757141300299EH00	2
44549	CLT787, CLIENTPRO 345 S	3798073-0001	2
	Acer Power House FH	PSP370606473003CC02713	2
41437	Dell Optiplex GX270T	7LS0Q31	2
43807	Optiplex GX620	5HGT981	2
13-0107	Precision 650		2
43809	Optiplex GX620	CHGT981	2
13-0118	HP DC 7900	MXL9130LX1	2
42360	Dell Optiplex GX 270	9GWPM41	2
33670	Cooler	1-2207536	2
14-0028	Battery Charger	N/A	2
14-0029	Battery Charger	N/A	2
14-0030	Battery Charger	N/A	2
14-0031	Battery Charger	N/A	2
14-0032	Battery Charger	N/A	2
14-0033	Battery Charger	N/A	2
14-0034	Battery Charger	N/A	2
14-0035	Battery Charger	N/A	2
14-0036	Battery Charger	N/A	2
14-0037	Battery Charger	N/A	2
14-0038	Battery Charger	N/A	2
14-0039	Battery Charger	N/A	2
14-0040	Battery Charger	N/A	2

Asset No	Asset Description	Serial No	Pallet #
14-0041	Battery Charger	N/A	2
14-0042	Battery Charger	N/A	2
14-0043	Battery Charger	N/A	2
14-0044	Battery Charger	N/A	2
14-0045	Battery Charger	N/A	2
14-0046	Battery Charger	N/A	2
14-0047	Battery Charger	N/A	2
14-0048	Battery Charger	N/A	2
14-0049	Battery Charger	N/A	2
14-0050	Battery Charger	N/A	2
14-0051	Battery Charger	N/A	2
14-0052	Battery Charger	N/A	2
14-0053	Battery Charger	N/A	2
14-0054	Battery Charger	N/A	2
14-0055	Battery Charger	N/A	2
14-0056	Battery Charger	N/A	2
14-0057	Battery Charger	N/A	2
38322	Dell Optiplex GX240	F8TWK11	2
ME00077	Dell Optiplex GX270	H29X541	2
13-0093	Dimension 2400	51CM9W31	2
AA001649	HPD220MT	MXD4400DX8	2
3352	Dell Demension 400 MHZ	HIGV2	2
41873	Dell Optiplex GX270	J9G3V31	2
38934	Dimension Intel 4500	FTK4021	2
13-0108	Precission 650	27HG241	2
40674	HP X1100	US24455725	2
36693	Dell GX400	G43ZX01	2
43737	Dell Optiplex GX270	HW0HH41	2
44460	Dell Optiplex GX200	95D2871	2
ME00041	Optiplex GX270	GQ4PV31	2
47538	Optiplex SX280	H519071	2

Asset No	Asset Description	Serial No	Pallet #
42523	Dell Optiplex SX280	CJC2J71	2
41594	Nec Accusync LCD Monitor 17'	34157050GA	2
13-0487	Dimension SX200	G4Y2011	2
NT-0118	Lamp	N/A	2
NT-0119	Netgear Switch	FS76B2A015302	2
NT-0150	3 Drawer Case	N/A	2
NT-0151	2 Drawer Case	N/A	2
NT-0152	2 Drawer Case	N/A	2
38255	HP ProCurve Switch	N/A	2
H-1949	Burgandy Guest Chair	N/A	2
14-0395	Gray Metal Desk		3
13-1240	Gateway Monitor FPD 1765	ME555-90L-03413	3
13-0216	LG W224ZTQ	804NDWT41019	3
54667	Dell Optiplex 755	G17BMG1	3
14-0027	Law Library Books	N/A	3
43193	Infocus LP 600	ARMN46000343	3
14-0387	HP Scanjet 5100 C	MX84W126YW	3
14-0369	SinglePot+ Ethernet	FOCO920P0ZN	3
14-0380	Cisco System 1760	FHK0811Z1PR	3
14-0368	Poly Com	0004FZ00AD5E	3
14-0379	Cisco System 1760	FHK08121QA	3
14-0378	Enter Ayas CZG124-48P	04480052900C	3
14-0388	Computer	P002A0128796	3
14-0385	Dell Power Edge 1850	DNQ68B1	3
48617	Server	TW313765011	3
14-0384	Dell Power Edge SVP	5570DD1	3
14-0377	Cisco 2800	FTX1036A0TL	3
46921	Dell Dual Core 2216	9K162D1	3
41092	Cisco3745 4NM	JMX07C4L1D7	3
14-0381	Iron Port Server	3QCVJF1	3

Asset No	Asset Description	Serial No	Pallet #
14-0374	Tripp Lite	9532ALCBPS76700207	3
39674	CPU Intel P-4		3
14-0373	Tripp Lite Model #BP484V60RT3U	9532AlCbPS76700171	3
	Samsung TV	H4KY900293E	3
	Dell Poweredge 2950	FK3NRD1	3
14-0390	DTV Reciever		3
14-0386	HP Deskjet D2530	TH878134OF	3
33336	CPU Intel Pentium II	8839010709	3
	Cisco System	CAT0703Z030	3
	Cisco System	CAT0819X9P4	3
14-0363	HP- Compaq	MXD334048X	3
14-0370	Dell Optiplex GX750	7M5TQ01	3
47334	Integra Model 3558-10004	A1T1000002095	3
14-0303	Tripp lite	9531ALCSM53E900034	3
40538	Dell Optiplex GX60	G53FMZ1	3
14-0382	Model #SUA1500RM2U	AS1042123185	3
14-0375	Cisco System Catelyst 3550	CAT0912X29E	3
14-0372	Tripp Lite Model # Smart	A6JM5389	3
14-0376	Cisco System 3550	CAt0908K0P0	3
14-0371	Tripplite Smart 2200RMXLZU	9531ALCSm538900038	3
ME000062	Dell Optiplex GX270	8X4PV31	3
14-0366	TrippLite Smart 2200RmXLZU	9531ALCSM538900015	3
ME000061	Dell Optiplex GX240	3NBT711	3
42845	Dell Precision 670	3WTW261	3
42682	Dell Precision 670	N1VCF61	3
14-0365	Tripp Lite Model Smart 2200 CMXL2U	9531ALCSM538900427	3
14-0367	Battery Back Up Model #DLA1500RM2U	AS0838122686	3
43123	Refrigerator	1-3725782	3
13-0493	Computer Bag		3
13-0503	Baby Board		3
43264	Brother Intel Fax	K4J135826	3

Asset No	Asset Description	Serial No	Pallet #
32525	Norstar Phone	NNTM040CUBLN	3
13-0495	IBB Wheel Writer	11-04691	3
13-0491	Canon PC150 Copier	KAF09214	3
13-0486	Dimension 8200	C703011	3
13-0496	Cash Drawer	N/A	3
55234	HP Computer DC5000	2UA501033F	3

Asset No	Asset Description	Serial No	Pallet #
13-0489	HP Laser Jet 24WDN	JPDGR10789	3
13-0494	Dictaphone Voice Processor	620116	3
13-0481	Epson Power Light 83C	JXJF740059L	3
46768	HP Compaq Notebook NC6320	CNU71515XG	3
AA000333	BUHL	C19801	3
13-0480	DIM 8200	3PZ2011	3
13-0484	Dell Dim 8200	HPZ2011	3
38275	Brother Laser Printer HL-1440	U60066M1J515044	3
13-0490	Lamp	N/A	3
13-0483	Logitech Keyboard MX5000	N/A	3
13-0482	Logitech MK700/MK710	N/A	3
14-0485	Fellowes OD1500C Shredder	N/a	3
13-0485	Small Desk	N/A	3
23996	Wood Desk Hutch	N/A	4
56166	16GB IPAD	DN6H91QADFJ1	4
H-2935	Shelf	N/A	4
14-0065	Rolling Cabinet	N/A	4
13-0105	Books	N/A	4
13-0060	Typewriter	N/A	4
43591	Dell Optiplex GX280	800FW71	4
NT0000	Dell Screen Monitor	CN0K55167161853HACLK	4
3922	HP Fax	M442PF11GM	4
13-1115	GBC Shred 1150X	QP27992	4
13-1077	NEC Monitor	2611935TA	4
NT0001	HP CM 1017 Laser Jet	CNCY6C703K	4
13-0067	Paymaster Check Signer	X12725	4
NT0002	Dell Monitor	CN0M1609466333A519RN	4
NT0003	Dell Monitor	CN0M1609466333AST9WU	4
13-0092	HP Desk Jet 940 C	MX18V6F04H	4

Asset No	Asset Description	Serial No	Pallet #
14-0939	Maroon Chair	N/A	5
14-0938	Gray Office Chair	N/A	5
18864	Chair Leather Brown	N/A	5
13-0870	Wall Diver	N/A	5
26424	Refrigerator	N/A	5
39255	NORTEL PHONE SYSTEM	NNTM040BK813R	5
32727	NORTEL PHONE SYSTEM	NNTM040BK8V1	5
32734	NORTEL PHONE SYSTEM	NNTM040BYU4A	5
14-0908	NORTEL PHONE SYSTEM	NNTM040BQQAB	5
14-0939	MAROON SEC CHAIR	N/A	5
14-0938	CHARCOAL SEC CHAIR	N/A	5
14-0906	SOFA (LOVE SEAT)	W-00126	5
28239	TEAL SEC CHAIR	N/A	5
25357	TEAL SEC CHAIR	N/A	5
15554	HON BLACK 4 DRAWER FILE CABINET	N/A	5
14526	HON BLACK 4 DRAWER FILE CABINET	N/A	5
14-0935	HON BLACK 4 DRAWER FILE CABINET	N/A	5
18864	BROWN GUEST CHAIR W/ARMRESTS	N/A	5
24536	DESK ORGANIZER	N/A	5
14-0940	CUBE TOY	N/A	5
14-0941	6 GREY FOLDING CHAIRS	N/A	5
26424	WHITE WESTINGHOUSE FRIDGE	BA32302411	5
47363	EMERALD PHONE SYS 6 LINE	1100413	5
14-0909	NORSTAR PHONE SYSTEM NORTEL	NNTM84564P40	5
14-0907	29-DELL KEYBOARDS	N/A	5
14-0928	HEMOCUE HB201+	0526012135	5
14-0930	HEMOCUE HB201+	0526012117	5
14-0929	HEMOCUE HB201+	0526012099	5
14-0932	HEMOCUE HB201+	0526012128	5

Asset No	Asset Description	Serial No	Pallet #
14-0927	HEMOCUE HB201+	0526012162	5
14-0931	HEMOCUE HB201+	0526012123	5
14-0918	HEMOCUE HB201+	0526012094	5
14-0926	HEMOCUE HB201+	0526012204	5
14-0923	HEMOCUE HB201+	0526012107	5
14-0924	HEMOCUE HB201+	0804013005	5
14-0925	HEMOCUE HB201+	0526012172	5
14-0915	HEMOCUE HB201+	3008-09-0009	5
14-0916	STANBIO HEMOPOINT H2	3008-09-0022	5
14-0913	STANBIO HEMOPOINT H2	3008-09-0030	5

Asset No	Asset Description	Serial No	Pallet #
14-0914	STANBIO HEMOPOINT H2	3008-09-0018	5
14-0922	HEMOCUE B-HEMOGLOBIN PHOTOMETEI	9728601081	5
30433	HEMOCUE B-HEMOGLOBIN PHOTOMETEI	9617002084	5
30434	HEMOCUE B-HEMOGLOBIN PHOTOMETEI	9350011336	5
14-0919	HEMOCUE B-HEMOGLOBIN PHOTOMETEI	9610002052	5
14-0920	HEMOCUE B-HEMOGLOBIN PHOTOMETEI	51003028	5
28558	HEMOCUE B-HEMOGLOBIN PHOTOMETEI	9441011132	5
36787	ROYAL COPY STAR COPY MACHINE	37001633	5
38465	CANON C130 COPY MACHINE	XW37001633	5
38595	CANON C130 COPY MACHINE	NVG07563	5
38469	CANON C130 COPY MACHINE	NVG07153	5
38457	CANON C130 COPY MACHINE	NVG07089	5
38454	CANON C130 COPY MACHINE	NVG07085	5
38470	CANON C130 COPY MACHINE	NVG07155	5
38460	CANON C130 COPY MACHINE	NVG07117	5
38472	CANON C130 COPY MACHINE	NVG07288	5
38459	CANON C130 COPY MACHINE	NVG07116	5
38455	CANON C130 COPY MACHINE	NVG07087	5
38451	CANON C130 COPY MACHINE	NVG07082	5
38452	CANON C130 COPY MACHINE	NVG07083	5
38458	CANON C130 COPY MACHINE	NVG07114	5
38462	CANON C130 COPY MACHINE	NVG07120	5
38463	CANON C130 COPY MACHINE	NVG07121	5
38453	CANON C130 COPY MACHINE	NVG07084	5
38461	CANON C130 COPY MACHINE	NVG07118	5
38456	CANON C130 COPY MACHINE	NVG07088	5
38471	CANON C130 COPY MACHINE	NVG07160	5
38468	CANON C130 COPY MACHINE	NVG07152	5
38467	CANON C130 COPY MACHINE	NVG07151	5
38447	CANON C130 COPY MACHINE	NVG07216	5
38466	CANON C130 COPY MACHINE	NVG07148	5
38446	CANON C130 COPY MACHINE	NVG07213	5

Asset No	Asset Description	Serial No	Pallet #
36763	COPY STAR CS2014 COPY MACHINE	102979	5
36775	COPY STAR CS2014 COPY MACHINE	103411	5
36760	COPY STAR CS2014 COPY MACHINE	102898	5
36773	COPY STAR CS2014 COPY MACHINE	103356	5
36759	COPY STAR CS2014 COPY MACHINE	102981	5
36774	COPY STAR CS2014 COPY MACHINE	103408	5
36776	COPY STAR CS2014 COPY MACHINE	103345	5
36762	COPY STAR CS2014 COPY MACHINE	102899	5
36772	COPY STAR CS2014 COPY MACHINE	103385	5
38594	COPY STAR CS2014 COPY MACHINE	NVG07645	5
14-0593	COPY STAR CS2014 COPY MACHINE	47007230	5
41040	COPY STAR CS2014 COPY MACHINE	XQH3501099	5
41041	COPY STAR CS2014 COPY MACHINE	XQH3501193	5
41039	COPY STAR CS2014 COPY MACHINE	XQH3501098	5
14-0594	COPY STAR CS2014 COPY MACHINE	47007253	5
41042	COPY STAR CS2014 COPY MACHINE	XQH3400410	5
13-1060	Optiplex GX270	FPRY541	6
13-1076	Optiplex GX260	8LG0231	6
13-1061	Optiplex GX260	CY5T21	6
13-1075	Optiplex GX260	35VJV21	6
13-1061	Optiplex GX260	8GQ5T21	6
13-1063	Optiplex GX260	5RKBV21	6
13-1065	Optiplex GX260	2XT1521	6
13-1064	Optiplex GX260	FSMPK21	6
13-1067	Optiplex GX260	9WKPK21	6
13-1073	Optiplex GX260	95KPK21	6
13-1074	Optiplex GX260	BD3TK21	6
13-1072	Optiplex GX260	B94YB361	6
13-1071	Optiplex GX260	7PDNK21	6
13-1114	Canon DR2050C	DL381824	6
13-1066	Dell Optiplex GX260	C5MOB21	6
13-1068	Dell Optiplex GX260	DGSNK21	6
13-1069	Dell Optiplex GX260	8BHBB21	6

Asset No	Asset Description	Serial No	Pallet #
13-1070	Dell Optiplex GX260	8VX1SZ1	6
13-1111	Box of Misc. Computer Supplies	N/A	6
13-0707	HP Deskjet 600 HP	SG5BS1J00B	6
	4 Lamps	N/A	6
43565	Planar 17" Monitor	A593330A0121K0992	6
13-0344	NAKAIIMA ELECTRONIC TYPEWRITER	154300777	6
NT0004	HP Monitor 7550	MYA43707NV	6
NT0005	HP Monitor 7550	MYA43902FS	6
NT0006	HP Monitor 7550	MYA43707L9	6
12-1354	File Shelf	N/A	6
ME000922	Hp Monitor	CND6321GSK	6
13-0356	Plastic Sorter	N/A	6
NT0007	Acer Monitor	72600266363	6
21793	Sharp QS-2760 Calculator	9D05219X	6
NT0008	Acer Monitor	ETL5209172500048763	6
NT0009	Acer Monitor	ETL5209163726008436351	6
NT0010	Acer Monitor	ETL52091372500T608351	6
NT0011	Acer Monitor	ETL5209163725002456351	6
NT0012	Acer Monitor	ETL52091637250024B6351	6
NT0013	Acer Monitor	ETL5209183725002558351	6
NT0014	Acer Monitor	ETL52091637250027B6351	6
NT0015	Acer Monitor	ETL520916372600A4F6351	6
NT0016	Acer Monitor	ETL52091637250247B351	6
NT0017	Acer Monitor	ETL5209163725002B26351	6
NT0018	Acer Monitor	ETL52091637250002706351	6
NT0019	Acer Monitor	ETL52091637250025B351	6
46484	Dell Optiplex GX620	DR1D391	6
13-1232	Compaq Monitor	129BN06AC324	6
13-1233	Compaq Monitor	139BN06AA807	6
13-1237	Gateway Monitor FPD1520	MRU5750N05095	6
13-1241	Gateway Monitor FPD1520	M157AD0C00873	6
13-1239	Gateway Monitor FPD1520	MUL5022C0017024	6
13-1230	Gateway Monitor FPD1520	LIC21276939	6
13-1238	Gateway Monitor	ME55590L01270	6
13-1229	Gateway Monitor	LIC21276887	6
13-1235	Compaq Monitor	139BN06AC322	6
13-1228	Gateway Monitor	MUL5022C0017018	6

Asset No	Asset Description	Serial No	Pallet #
44273	Dell Optiplex SX280	86P0671	6
NT0020	Dell Monitor	CN0FK9716186BKAA0G	6
44276	Dell Optiplex SX280	BTC2J71	6
13-1227	Maganavox VCR Player	H03243438	6
13-0170	Brother HL1240 Laser Printer	U52581D0J328633	6
41674	HP LJ 4200N Printer	USDNS20380	6
46809	HP LJ 3000DN	CNYCS01409	6
13-0168	HP Photosmart C5580	1H69EHHCM8	6
40570	HP LJ 2200 DN	JPGGR27029	6
13-0169	Hp Photosmart C5280	1H97EL1CNB	6
13-1234	Compaq Monitor	139BN06AA819	6
NT0021	Hp Monitor	3CQ9063DFL	6
13-1242	Gateway Monitor	MSN6250N02949	6
13-0771	Blower Fan	N/A	7
13-0772	Dynex Monitor	ALKAAJA015532	7
13-0770	Toshiba Monitor	C16217C2595K4	7
NT-0022	HP Printer P3005	CNJ1F45596	7
13-0769	Emerson TV	T33882419	7
54040	EchoRunner	E69412002011	7
15274	Speed O Letter Opener	274161	7
13-0748	Bench grnder	191020	7
NT-0023	HP Officejet Printer	SG98QC30Y5	7
13-0751	Brake Caliber	N/A	7
13-0749	VanGuard WaterPump	N/A	7
13-0747	Shredder Gear Box	N/A	7
13-0752	Starter	N/A	7
13-0746	Compaq Monitor	105782-001	7
34611	Compaq Computer	9013CYTZK047	7
14-0960	2014-01-SMART-UPC 700	N50126142802	7
14-0963	2014-02-APC SMART-UPC 1000 XL	AS0646230013	7
14-0962	2014-03 VIEWSONIC COMPUTER MONITOR/G255F	Q42055000566	7
14-0958	2014-04 APC BACK-UPS PRO 280	PB9919234431	7
14-0964	2014-05 APC SMART UPS 1000 XL	AS0424230692	7
14-0961	2014-06-DELL MEDIA VOICE POWERED BY PEAVEY	N/A	7
14-0965	2014-07-APC BACK-UPS PRO 280	PB9919234454	7
14-0959	2014-08 APC SMART-UPS 700	WS9926000307	7

Asset No	Asset Description	Serial No	Pallet #
14-0966	2014-09- MONITOR STAND	061121B07072076	7
14-0967	2014-10-MONITOR STAND	061121B070072077	7
ME000105	2014-11 ACER AL1714 MONITOR	ETL1809102520006A7PQ33	7
37433	2014-12 PRINCETON LCD 17 MONITOR	STCB3501991	7
31640	2014-13 HP LASERJET 2100 PRINTER	USCD073678	7
ME000106	2014-14 ACER AL1714 MONITOR	ETL180910252000674PQ33	7
14-0953	2014-15 HP LASERJET 1100 PRINTER	USGZ212767	7
34288	2014-16 HP LASERJET 1100 PRINTER	USGP020566	7
14-0947	2014-17 HP LASERJET 1100 PRINTER	USPD030209	7
34291	2014-18 HP LASERJET 1100 PRINTER	USGN081206	7
14-0954	2014-19 HP LASERJET 1100 PRINTER	USDG045292	7
14-0955	2014-20 DELL LASERJET 1700 PRINTER	HX0C841	7
14-0957	KEYBOARD DELL	TH-06H257-37171-222-4942	7
23501	NORTHERN TELECOM PHONE MERIDIAN	NT8B300403679046	7
22571	NORTHERN TELECOM PHONE MERIDIAN	NT8B300425019026	7
22549	NORTHERN TELECOM PHONE MERIDIAN	423989026	7
22565	NORTHERN TELECOM PHONE MERIDIAN	424759026	7
23499	NORTHERN TELECOM PHONE MERIDIAN	406839130	7
24124	NORTHERN TELECOM PHONE MERIDIAN	403509046	7
22570	NORTHERN TELECOM PHONE MERIDIAN	424109026	7
14-0942	2014-22 CISCO SYS CATALYST 3550 SERIES SWITCH	CAT0903Z06T	7
14-0956	2014-23 ARTICLATING KEYBOARD PLATFORM	N/A	7
14-0949	2014-24 APC BACK-UPS PRO 280	PB9919234390	7
14-0950	NORTEL PHONE MERIDIAN	NNTM60GLGXAM	7
14-0951	NORTEL PHONE MERIDIAN	NNTM60G4SCLL	7
22578	NORTEL PHONE MERIDIAN	NT8B7300426079026	7
22580	NORTEL PHONE MERIDIAN	NT8B300422649026	7
22573	NORTEL PHONE MERIDIAN	NT8B300424679026	7
22552	NORTEL PHONE MERIDIAN	NT8B300425139026	7
22567	NORTEL PHONE MERIDIAN	NT8B300423849026	7
22579	NORTEL PHONE MERIDIAN	424009026	7
33675	DELL POWEREDGE 1300 MMP SERVER	1HXHC	7
37063	DELL POWEREDGE 2500 SCL SERVER	45KFT01	7
	HP LASERJET 1100 PRINTER 2014-032	USGN81193	7
14-0971	HP LASERJET 1100 PRINTER -2014-033	USPF030728	7
14-0972	HP LASERJET 1100 PRINTER -2014-034	USPF030723	7
14-0975	HP LASERJET 1100 PRINTER -2014-035	USPG029578	7

Asset No	Asset Description	Serial No	Pallet #
14-0974	HP LASERJET 1100 PRINTER -2014-036	USPG038785	7
14-0976	HP LASERJET 1100 PRINTER -2014-037	USPF040082	7
14-0973	HP LASERJET 1100 PRINTER -2014-038	USPG038806	7
31633	HP LASERJET 1100 PRINTER -2014-039	USCD073719	7
31632	HP LASERJET 1100 PRINTER -2014-040	USCD072089	7
31636	HP LASERJET 1100 PRINTER -2014-041	USCD072092	7
31631	HP LASERJET 1100 PRINTER -2014-042	USCD072097	7
34294	HP LASERJET 1100 PRINTER -2014-045	USHP024926	7
14-0978	HP LASERJET 1100 PRINTER -2014-046	CNL1D10012	7
34286	HP LASERJET 1100 PRINTER -2014-047	USGH037551	7
31638	HP LASERJET 1100 PRINTER -2014-048	USCD072100	7
31639	HP LASERJET 1100 PRINTER -2014-049	USCD072081	7
31635	HP LASERJET 1100 PRINTER -2014-050	USCD072096	7
34283	HP LASERJET 1100 PRINTER -2014-051	USGH037562	7
14-0979	HP LASERJET 1100 PRINTER -2014-052	CNL1F28981	7
35526	HP LASERJET 1100 PRINTER 2014-043	USPE039276	7
31634	HP LASERJET 1100 PRINTER -2014-044	USCD072084	7
34290	HP Laserjet 1100	USGN081203	7
34289	HP Laserjet 1100	USGH029181	7
14-0464	DELL 17IN MONITOR	MY-0F7170-46703-4CN-AZB8	7
14-0565	HP CRT Monitor		7
AA001731	HP Tower	MXD4400DFB	7
AA001671	HP Tower	MXD4400DD3	7
14-0458	HP Tower	MXL7321G0D	7
AA001640	HP TOWER	MXD4400DQ1	7
AA001713	HP Tower	MXD4400DF9	7
AA001600	HP Tower	MXD4400DSH	7
14-0477	DELL 17IN MONITOR	MY-0F7170-46703-4CN-AZ89	7
14-0461	DELL 17IN MONITOR	MY-0F717-47603-CN-AZ87	7
14-0459	ACER MONITOR	72500059263	7
14-0462	ACER 17 MONITOR	70603356540	7
14-0465	ACER MONITOR	72500062963	7
14-0476	ACER 19IN MONITOR	72600265863	7
14-0460	ACER 19IN MONITOR	7200261863	7
14-0469	ACER MONITOR	72500057963	7
14-0473	ACER 19IN MONITOR	70801272942	7
14-0474	ACER MONITOR	72600265563	7

Asset No	Asset Description	Serial No	Pallet #
14-0467	ACER MONITOR	72500062163	7
14-0478	ACER 15IN MONITOR	63701924540	7
14-0466	ACER MONITOR	72500058263	7
14-0472	DELL MONITOR	AZBB	7
14-0463	ACER MONITOR	72500057563	7
14-0475	DELL 17IN MONITOR	MY-0F7170-46703-4CN-AZB0	7
14-0470	ACER 17 MONITOR	70603387840	7
14-0468	ACER MONITOR	72500056163	7
14-0471	ACER MONITOR	72500059463	7
14-0486	HP CRT MONITOR	CNC5122846	8
14-0482	HP CRT MONITOR	MYA43707BW	8
14-0481	HP CRT MONITOR	MYA43707BW	8
14-0480	HP CRT MONITOR	MYA43707M7	8
14-0484	HP CRT MONITOR	MYA43707M2	8
14-0483	HP CRT MONITOR	MYA43707NZ	8
14-0479	HP CRT MONITOR	MYA439026G	8
14-0564	HP CRT MONITOR	CNC5122830	8
14-0485	HP CRT MONITOR	CNC512283D	8
14-0518	HP CRT MONITOR	MYA43902FZ	8
14-0520	HP CRT MONITOR	312WA876	8
14-0519	HP CRT MONITOR	MYA43707PC	8
14-0517	HP CRT MONITOR	MYA43707N3	8
14-0521	HP CRT MONITOR	CNC513C79	8
14-0522	HP CRT MONITOR	MYA43707N8	8
14-0449	ACER MONITOR	725000-62363	8
14-0447	ACER 19IN MONITOR	A426351	8
14-0448	ACER MONITOR	72500057363	8
14-0453	ACER MONITOR	72500057863	8
14-0456	ACER MONITOR	72500063763	8
14-0457	ACER MONITOR	72500056963	8
14-0454	ACER MONITOR	72500062863	8
14-0455	ACER MONITOR	72500063163	8
14-0452	ACER MONITOR	72500056663	8
14-0450	ACER MONITOR	72500061263	8
14-0451	ACER MONITOR	725000-63363	8
14-0445	HP Printer	CNJD40622	8

Asset No	Asset Description	Serial No	Pallet #
14-0446	Box of Power Supplies	N/A	8
AA001771	HP LJ 4250N Printer	USBXX06892	8
14-0440	Box of Power Supplies	N/A	8
14-0439	HP PRINTER	CNHC763197	8
14-0444	Box of Power Supplies	N/A	8
14-0441	Hp Printer	CNG1C01749	8
14-0443	Box of Keyboards & Mouses	N/A	8
14-0442	Box of Keyboards	N/A	8
14-0413	Hp Monitor	MYA43707MX	8
AA001587	HP TOWER	MXL6230FMS	8
AA001676	HP TOWER	MXD4400DRF	8
AA001615	HP TOWER	MXD4400DDG	8
AA001693	HP TOWER	MXD4400DYP	8
AA001719	HP TOWER	MXD4400DZ1	8
AA001677	HP TOWER	MXD4400DJ1	8
14-0398	HP TOWER	MXL7321F36	8
AA001565	HP TOWER	MXD53405NH	8
AA001590	HP TOWER	MXL6230FW7	8
AA001737	HP TOWER	MXD44004DHW	8
AA001719	HP TOWER		8
AA001577	HP PRINTER	CNGJD31010	8
AA001567	HP TOWER	MXD53405QV	8
14-0400	HP TOWER	MXL7320S2Y	8
AA001624	HP TOWER	MXD4400DQ4	8
AA001702	HP TOWER	MXD4400DN1	8
AA001589	HP TOWER	MXL6230FRY	8
AA001696	HP TOWER	MXD4400DY9	8
AA001584	HP TOWER	MXL6230FH7	8
AA001910	HP TOWER	MXL92214B3	8
14-0399	HP TOWER	MXL7320502	8
14-0396	HP TOWER	MXL7321FDV	8
AA001571	HP TOWER	MXD53406OM	8
AA001699	HP TOWER	MXD4400DG3	8
AA001717	HP TOWER	MXD4400DXR	8
AA001727	HP TOWER	MXD4400DY8	8
AA001681	HP TOWER	MXD4400DRC	8
AA001566	HP TOWER	MXD53405Q6	8

Asset No	Asset Description	Serial No	Pallet #
AA001682	HP TOWER	MXD4400DMC	8
AA001790	CANON SCANNER	DAJ05762	8
AA001690	HP TOWER	MXD4400DXN	8
AA001564	HP TOWER	MXD5340604	8
AA001692	HP TOWER	MXD4400DY1	8
14-0397	HP TOWER	MXL72514K5	8
AA001657	HP TOWER	MXD4400DKL	8
AA001734	HP TOWER	MXD4400DNR	8
14-0427	HP Monitor	43902FV	9
14-0428	HP CRT MONITOR	MYA4370703	9
14-0429	HP CRT MONITOR	MYA43707NN	9
14-0430	HP CRT MONITOR	MYA43707MV	9
14-0431	HP CRT MONITOR	MYA43902CD	9
14-0432	HP CRT MONITOR	MYA44004M7	9
14-0433	HP CRT MONITOR	MYA43707MY	9
14-0434	HP CRT MONITOR	MYA43707N9	9
14-0435	HP CRT MONITOR	MYA43902G5	9
14-0436	HP CRT MONITOR	MYA43707NV	9
14-0437	HP CRT MONITOR	MYA43707MX	9
14-0438	HP CRT MONITOR	CNC513C7D	9
14-0536	HP CRT MONITOR	MYA43902CY	9
14-0537	DELL	9036944	9
14-0538	ACER MONITOR	CNN6290N47	9
14-0539	HP CRT MONITOR	MYA43902F7	9
14-0540	HP CRT MONITOR	MYA43707LY	9
14-0541	HP CRT MONITOR	MYA43707L7	9
14-0542	HP CRT MONITOR	MYA43707LV	9
14-0543	HP CRT MONITOR	MYA43707ML	9
14-0544	HP CRT MONITOR	MYA43707NJ	9
14-0545	HP CRT MONITOR	MYA43907CX	9
14-0546	HP CRT MONITOR	MYA43902FR	9
14-0563	HP CRT MONITOR	MYA43707N4	9
14-0401	HP TOWER	MXL7321G0F	9
14-0402	HP TOWER	MXL7320531	9
14-0414	HP MONITOR	CNN6290VRK	9
AA001532	HP TOWER		9

Asset No	Asset Description	Serial No	Pallet #
AA001570	HP TOWER	MXD53405MZZ	9
AA001574	HP TOWER	MXD53405N1	9
AA001591	HP TOWER	MXL6230FKF	9
AA001595	HP TOWER	MXL6230H94	9
AA001597	HP TOWER	MXD4400DLL	9
AA001598	HP TOWER	MXD4400D5F	9
AA001604	HP TOWER	MXD440DNF	9
AA001609	HP TOWER	MXD4400DWI	9
AA001612	HP TOWER	MXD4400DJN	9
AA001617	HP TOWER	MXD4400DJY	9
AA001625	HP TOWER	MXD4400DKG	9
AA001641	HP TOWER	MXD4400DY6	9
AA001645	HP TOWER	MXD4400DZ9	9
AA001646	HP TOWER	MXD4400DWM	9
AA001654	HP TOWER	MXD4400DZH	9
AA001655	HP TOWER	MXD4400DWT	9
AA001659	HP TOWER	MXD4400DKL	9
AA001663	HP TOWER	MXD4400DTF	9
AA001666	HP TOWER	MXD4400DPD	9
AA001680	HP TOWER	MXD4400D65	9
AA001684	HP TOWER	MXD4400DSY	9
AA001689	HP TOWER	MXD4400DJM	9
AA001697	HP TOWER	MXD4400DX3	9
AA001700	HP TOWER	MXD4400DKJ	9
AA001714	HP TOWER	MXD4400DZD	9
AA001715	HP TOWER	MXD4400DWZ	9
AA001720	HP TOWER	MXD4400DWB	9
AA001725	HP TOWER	MXD4400DY3	9
AA001730	HP TOWER	MXD4400DLO	9
AA001732	HP TOWER	MXD4400DDV	9
AA001735	HP TOWER	MXD4400DQ7	9
AA001736	HP TOWER	MXD4400DNG	9
AA001778	CANON SCANNER	DAJ05762	9
14-0487	HP CRT MONITOR	MYA43707N5	10
14-0488	HP CRT MONITOR	MYA3707P2	10
14-0489	HP CRT MONITOR	MYA43902C2	10

Asset No	Asset Description	Serial No	Pallet #
14-0490	HP CRT MONITOR	MYA43707CT	10
14-0491	HP CRT MONITOR	MYA43707BP	10
14-0492	HP CRT MONITOR	MYA43707CJ	10
14-0505	HP CRT MONITOR	MYA43902F6	10
14-0506	HP CRT MONITOR	MYA43707MQ	10
14-0507	HP CRT MONITOR	MYA43707MS	10
14-0508	HP CRT MONITOR	MYA43707NM	10
14-0509	HP CRT MONITOR	MYA43902GQ	10
14-0510	HP CRT MONITOR	CNC512283W	10
14-0523	HP CRT MONITOR	MYA43707NZ	10
14-0524	HP CRT MONITOR	MYA43707N5	10
14-0525	HP CRT MONITOR	MYA43707MG	10
14-0526	HP CRT MONITOR	MYA43707NR	10
14-0527	HP CRT MONITOR	MYA43707MJ	10
14-0528	HP CRT MONITOR	MYA43707N1	10
14-0529	HP CRT MONITOR	MYA43707NH	10
AA001613	HP TOWER		10
NT0025	HP Monitor	MYA43902D5	10
NT0026	HP Monitor	MYA43707P3	10
NT0027	HP Monitor	MYA4370720	10
NT0028	Hp Monitor	MYA43707NV	10
14-0493	HP CRT MONITOR	MYA43707B5	11
14-0494	HP CRT MONITOR	MYA43707NMT	11
14-0495	HP CRT MONITOR	MYA43707M0	11
14-0496	HP CRT MONITOR	MYA43707M9	11
14-0497	HP CRT MONITOR	MYA43707NG	11
14-0498	HP CRT MONITOR	MYA43707MW	11
14-0499	HP CRT MONITOR	MYA43707LQ	11
14-0500	HP CRT MONITOR	MYA43707CF	11
14-0501	HP CRT MONITOR	MYA43707PB	11
14-0502	HP CRT MONITOR	MYA43902GK	11
14-0503	HP CRT MONITOR	MYA43707M1	11
14-0504	HP CRT MONITOR	MYA43707N7	11
14-0511	HP CRT MONITOR	MYA43707PF	11
14-0512	HP CRT MONITOR	MYA43707NX	11
14-0513	HP CRT MONITOR	MYA43707NK	11

Asset No	Asset Description	Serial No	Pallet #
14-0514	HP CRT MONITOR	MYA4370MF	11
14-0515	HP CRT MONITOR	CNC512282W	11
14-0516	ACER 19IN MONITOR	MYA437M8	11
14-0530	HP CRT MONITOR	MYA43707M4	11
14-0531	HP CRT MONITOR	MYA43707MH	11
14-0532	HP CRT MONITOR	MYA43902FT	11
14-0533	HP CRT MONITOR	MYA43707PQ	11
14-0534	HP CRT MONITOR	MYA43707MP	11
14-0535	HP CRT MONITOR	MYA43902BZ	11
14-0547	HP CRT MONITOR	MYA43707P1	11
14-0548	HP CRT MONITOR	MYA43707LW	11
14-0549	HP CRT MONITOR	MYA43707CX	11
14-0550	HP CRT MONITOR	MYA43707LD	11
14-0551	HP CRT MONITOR	MYA43902G4	11
14-0552	HP CRT MONITOR	MYA43902D6	11
14-0553	HP CRT MONITOR	MYA43902G0	11
14-0554	HP CRT MONITOR	MYA43707MM	11
14-0555	HP CRT MONITOR	MYA43707NC	11
14-0556	HP CRT MONITOR	MYA43707MK	11
14-0557	HP CRT MONITOR	MYA43707M5	11
14-0558	HP CRT MONITOR	MYA437071Z	11
14-0559	HP CRT MONITOR	MYA43707D1	11
14-0560	HP CRT MONITOR	MYA43707MD	11
14-0561	HP CRT MONITOR	MYA43707N0	11
14-0562	HP CRT MONITOR	MYA43707NW	11
14-0403	HP TOWER	MXL72514HY	11
14-0405	HP TOWER	MXL7320S32	11
14-0406	HP TOWER	MXL72514J7	11
14-0407	HP TOWER	MXL72514LL	11
14-0408	HP TOWER	MXL7320S0B	11
14-0409	HP TOWER	MXL7320S2D	11
14-0410	HP TOWER	MXL7320RV1	11
14-0411	HP PRINTER	CNHC58T213	11
14-0412	HP PRINTER	CNG1C01754	11
14-0415	HP Monitor	MYA43707P6	11
AA001569	HP TOWER	MXD534060S	11
AA001573	HP TOWER	MXD53405V5	11

Asset No	Asset Description	Serial No	Pallet #
AA001578	HP TOWER		11
AA001580	HP TOWER	MXL6230G0R	11
AA001582	HP TOWER	MXL6230FP2	11
AA001596	HP TOWER	MXL6230FVZ	11
AA001603	HP TOWER	MXD4400DKQ	11
AA001610	HP TOWER	MXD4400DMX	11
AA001611	HP TOWER	MXD4400DWD	11
AA001614	HP TOWER	MXD4400DDK	11
AA001618	HP TOWER	MXD4400DXZ	11
AA001627	HP TOWER	MXD4400DNQ	11
AA001638	HP TOWER	MXD4400F6	11
AA001648	HP TOWER	MXD4400DWM	11
AA001650	HP TOWER	MXD4400DRY	11
AA001665	HP TOWER	MXD400DHO	11
AA001675	HP TOWER	MXD4400DSB	11
AA001678	HP TOWER	MXD4400DH7	11
AA001687	HP TOWER	MXD4400DDH	11
AA001694	HP TOWER	MXD4400DL7	11
AA001695	HP TOWER	MXD4400DY2	11
AA001716	HP TOWER	MXD4400DCS	11
AA001723	HP TOWER	MXD4400DWN	11
AA001726	HP TOWER	MXD4400DWY	11
AA001728	HP TOWER	MXD440DX1	11
AA002008	HP TOWER	MXD4400DMJ	11
44450	DELL COMPUTER	25L3001	11
14-0416	HP COMPUTER	MXL72514K6	11
14-0417	HP COMPUTER		11
14-0418	HP COMPUTER	MXL72514JR	11
14-0420	HP COMPUTER	MXD4400S2C	11
14-0421	BOX OF KEYBOARDS	N/A	11
14-0422	BOX OF KEYBOARDS	N/A	11
14-0423	HP CRT MONITOR	MYA43707NY	11
14-0424	HP CRT MONITOR	MYA43707HN	11
14-0425	HP CRT MONITOR	CNC513CVS	11
14-0426	HP CRT MONITOR	CNC512282	11
14-0429	HP CRT MONITOR	MYA43707NN	11
AA001520	DELL GX 280 Computer	10GFR61	11

Asset No	Asset Description	Serial No	Pallet #
AA001585	HP COMPUTER	MXL6230G1K	11
AA001599	HP COMPUTER	MXD4400DCT	11
AA001605	HP COMPUTER		11
AA001619	HP COMPUTER	MXD4400DXQ	11
AA001622	HP COMPUTER	MXD4400DJV	11
AA001636	HP COMPUTER	MXD4400DHS	11
AA001637	HP COMPUTER	MXD4400DQW	11
AA001644	HP COMPUTER	MXD4400DXD	11
AA001648	HP COMPUTER	MXD4400DFL	11
AA001651	HP COMPUTER	MXD4400DTL	11
AA001661	HP COMPUTER	MXD4400D71	11
AA001662	HP COMPUTER	MXD4400DQF	11
AA001664	HP COMPUTER	MXD4400DNJ	11
AA001722	HP COMPUTER	MXD4400DL2	11
AA001729	HP COMPUTER	MXD4400DGW	11
AA001733	HP COMPUTER	MX04400DFW	11
12-1124	Box of Supplies	N/A	12
NT-0029	ECHO SRM230	6052835	12
13-0488	HP Lasterjet P3005N	JPJFC05838	12
13-0501	Stand	N/A	12
NT-0120	VCR Magnavox	U51896492	12
25447	Plastic Desk	N/A	12
NT-0121	20" Wall Mount	N/A	12
13-0502	Staples Shredder	N/A	12
55231	HP Computer DC500SFF	2UA5010338	12
55245	HP Computer DC500SFF	SUA5010335	12
43262	Chair Black Leather	N/A	12
25230	Red Fabric Chair	N/A	12
25530	Emerson TV/VCR	30248652-2413634	12
13-0507	Shredder	051130ed0014810	12
41147	Shredder	030214e1003434	12
14-0100	APC Battery Backup	N/A	12
47411	Dell Optiplex 270	8H0QB31	12
14-0109	Paper Expaner Copier	JPCLB34880	12
14-0108	HP Deskjet 840C	MX05Q1V0KC	12
14-0099		JPBLB54515	12

Asset No	Asset Description	Serial No	Pallet #
14-0098	Box of Supplies	N/A	12
14-0106	Box of Supplies	N/A	12
14-0114	2 Boxes of Labels	N/A	12
14-0115	Box of Catrdiges	N/A	12
14-0114	Dell Printer 1720	2QV98D1	12
34578	IBM Typewriter	11RRL74	12
14-0103	Printer Tray	N/A	12
14-0105	Box of Supplies	N/A	12
47509	Dell Optiplex SX280	B219071	12
14-0110	Ptouch QL-550	U61051-M6G211992	12
14-0111	Ptouch QL-550	U61050-L8G23883	12
42377	Widmer Time Stamp	191225	12
14-0101	Lathem Time Stamp	U-114130	12
47520	Dell Optiplex SX280	7B3SK71	12
47858	Dell Optiplex SX280	BGQQC61	12
73427	Advatange 2X Printer	J040808759	12
14-0116	Computer Mount	N/A	12
14-0102	HP Laserjet CN1017MFP	CNCY6C9006	12
51073	Kodak Perfect Page Scanner	44833763	12
14-0107	Dell Optiplex 320	9SL4YC1	12
49355	HP Lasterjet P4015N	CNDY182590	12
42487	Conference Table	N/A	12
13-0715	Folding Chairs	N/A	12
13-0716	Folding Chairs	N/A	12
NT-0122	Red Fabric Chair	N/A	13
13-0265	Media Cabinet	N/A	13
NT-0124	Boxes of Lables	N/A	13
NT-0125	Echo Trimmer	E08411006165	13
13237	Hon 2 Drawer	N/A	13
12-0796	Neon Sign	N/A	13
NT-0126	Box of Supplies	N/A	13
26839	Gray Desk	N/A	13
26306	Hedger	58308	14
14-1199	Gas Recover Unit	MZ1144TN	14
14-1198	Gas Recover Unit	D00070850	14

Asset No	Asset Description	Serial No	Pallet #
14-1194	Black & Decker Drill	9848-F	14
14-1193	7 1/4" Circular Saw	143864	14
14-1188	7 1/4" Circular Saw	983A499327368	14
14-1184	Blower	5014847	14
14-1195	Blower	6018146	14
14-1192	Trimmer Unit	6005416	14
14-1197	Trimmer Attachment	N/A	14
14-1191	Hedger	5033740	14
14-1190	Hedger	N/A	14
14-1196	ShopVac 20 Gallon	N/A	14
14-1186	ShopVac 2.5 Gallon	N/A	14
14-1187	ShopVac 1 Gallon	N/A	14
14-1189	Brad Nailer	N/A	14
14-1185	Backpack Sprayer	N/A	14
14-1013	Water Cooler	N/A	14
H-1558	Fellow Shredder	N/A	14
49396	Fellow Shredder	NA	14
40635	Norstar Phone	NNTM60GKBB3M	14
40632	Norstar Phone	NNTM60GKBB33U	14
H-2223	Norstar Phone	N/A	14
34800	Norstar Phone System	NT5B10DD	14
14-1011	Avaya Phone (22)	N/A	14
14-1010	Norstar Phone System	NNTM845596W5	14
37682	AQ Monitor Kit	2120	14
38364	A6 Sampler Starter Kit	RG557EX	14
55240	HP Desktop	2UA501033M	14
56088	HP Laser Jet Printer P3005	CNJ1F71462	14
56083	HP Laser Jet Printer P3005	CNJ1F74274	14
14-1014	Roll-A-Way Carts	N/A	14
14-1009	NEC Monitor	31104530GA	14
14-1008	Box of Wires	N/A	14
41146	Fellows Shredder	220-2-030112-E1001643	14
H-1809	Maroon Chair	N/A	14
21418	Water Cooler	N/A	14
H-1944	Brother Typewriter	L16539308	14
H-1913	PS Shredder	N/A	14
14-1015	Two Black Carts	N/A	14

Asset No	Asset Description	Serial No	Pallet #
H-1290	Fellows Shredder	N/A	14
H-1343	Fellows Shredder	N/A	14
14-1016	Black Chair	N/A	14
H-1662	Grey Two Drawer File Cabinet	N/A	14
H-2723	Grey Chair	N/A	14
14-0999	ENTUITIVE MONITOR	925LIU5492586K	14
14-1000	ENTUITIVE MONITOR	925LIU5492594K	14
14-1002	DELL MONITOR	MX-0419-TG47801-263134VY	14
14-1003	DELL MONITOR	CND-0FK945-71618-76K-A370	14
14-1001	DELL MONITOR	MX-05W540-46634321-1CDU	14
14-0998	DELL MONITOR	CN-OH317-71618-62A-ABQL	14
14-1005	BOX OFKEYBOARDS	N/A	14
14-1004	BOX OF COMPUTER CORDS	N/A	14
14-1006	BOX OF COMPUTER PARTS	N/A	14
34085	HP PRINTER	USBB093241	14
14-0997	HP PRINTER	TH048230TQ	14
13-0282	Box of Misc. Supplies	N/A	15
13-0283	Box of Misc. Supplies (Calculators,Office Supplies,Shredders (2)	N/A	15
46394	HP Printer 4250N	CNGXC73998	15
13-0245	Wire Shelf Cabinet/ Map Organizer	N/A	15
13-0264	Desk	N/A	15
40567	Black Computer	N/A	15
13-0258	Laserjet 5N HP	USLC004169	15
13-0260	NEC MultiSync Monitor	1100615EA	15
13-0253	HP LaserJet 5L	USCB509995	15
13-0259	Toshiba VHS Player	3154224	15
13-0252	HP Printer Business Inkjet 11100	CN4A22202R	15
13-0249	Self Test Software	N/A	15
45826	Toshiba E Studio 351C Copier	3154224	15
44138	Primo 3900 Shredder	250126172	15
34293	HP Laserjet 1100	USGN056949	15
13-0263	Broken Fan	N/A	15
13-0257	Box of Ram Memory	N/A	15
13-0254	View Sonic Monitor	26F054901635	15
13-0256	Box of Computer Parts	N/A	15
30458	Pro Image XL Poster Printer	61200183	15

Asset No	Asset Description	Serial No	Pallet #
13-0323	Ben-Q Monitor	21200336TC1B61T	15
43564	Planner Monitor	A593401A0121K0584	15
42678	Dell Monitor	CN-OW4931-46633-470-4GWS	15
13-0318	View Sonic Monitor	G2G021700426	15
13-0317	Dell Keyboard	CN-OW7658-37172-61K-OGD1	15
13-0315	Dell Keyboard	CN-OW7658-37172-61K-OFTS	15
13-0313	Ben-Q Monitor	2120083TC1B61T	15
4913	4 Drawer Filling Cabinet	N/A	15
42652	HP Office Jet 7110	NY3CAF1146	15
13-0329	Martin Yale Jogger	26245	15
13-0343	Canon Laser Class L 9000	UYS59754	15
13-0341	Canon Copier 9000L	UYS47790	15
13-0339	HP 7200 Printer	7.89355E+11	15
13-0906	Max Meat Slicer	S01AA39	15
13-0908	Salvajur Dispenser	45738	15
13-0907	Meat Processor	P016313	15
13-0915	Oven	N/A	15
13-0914	Oven	N/A	15
18075	5 Drawer Filling Cabinet	N/A	15
24361	4 Drawer Filling Cabinet	N/A	15
23702	4 Drawer Filling Cabinet	N/A	15
13-0918	4 Drawer Filling Cabinet	N/A	15
24021	Little Broken Desk Workstation	N/A	15
23730	Desk	N/A	15
36807	Desk	N/A	15
C-0019-14-G	Filling Cabinet,(2) Auto Creepers, (2) Auto Ramp	N/A	16
C-6872-13-I	Orange Toyotal Pallet Jack, Strapping Machine	N/A	16
21007	BROWN DESK	N/A	17
14-0341	CONFRENCE TABLE	N/A	17
23109	DESK	N/A	17
47576	CHERRY BOW DESK	N/A	17
14-0039	DESK	N/A	17
140338	DESK	N/A	17
11918	DESK	N/A	17
14-0611	BOX OF SUPPLIES	N/A	17

Asset No	Asset Description	Serial No	Pallet #
U.C 2501	BLACK LEATHER CHAIR	N/A	17
14-0616	2 HUTCH	N/A	17
14-0614		N/A	17
14-0613	ETHERNET PORT HUB	N/A	17
U.C.1053	CANON SURE SHOT OWL	N/A	17
14-0612	CAMERA	N/A	17
U.C 2000	CAMERA	N/A	17
U.C 1999	CAMERA	N/A	17
U.C 4647	CAMERA	N/A	17
U.C 4171	CAMERA	N/A	17
U.C 3790	CAMERA	N/A	17
U.C 1424	CAMERA	N/A	17
U.C 3423	CAMERA	N/A	17
U.C 4156	CAMERA	N/A	17
U,C 4169	CAMERA	N/A	17
UC-4170	KODAKC330 DIGITIAL CAMERA	N/A	17
UC-2373	CANON SURE SHOT ZOOM CAMERA	N/A	17
UC-2372	CANON SURE SHOT ZOOM CAMERA	N/A	17
UC-2143	CANON CAMERA 35MM	N/A	17
UC-3473	SONY DIGITAL CAMERA	N/A	17
UC-1998	POLAROID CAMERA	N/A	17
UC-2374	CANON SURE SHOT ZOOM CAMERA	N/A	17
UC-2916	CYBERSHOT DIGITIAL CAMERA	N/A	17
UC-2375	CANON SURE SHOT ZOOM CAMERA	N/A	17
UC-2006	SAMSUNG CAMERA	N/A	17
UC-1053	CANON SURE SHOT OWL	N/A	17
UC-2686	KODAK DIGITAL CAMERA	N/A	17
	FUJIFILM SMART SHOT CAMERA	N/A	17
	CANON CAMERA BLACK	N/A	17
	FUJIFILM SMART SHOT CAMERA	N/A	17
	10 CAMERA		17
42727	PRO VIEW MONITOR	F5WZ4B006626U	17
UC-1914	BEEPER	N/A	17
UC-2144	BEEPER	N/A	17
UC-1908	BEEPER	N/A	17
UC-1910	BEEPER	N/A	17
UC-1905	BEEPER	N/A	17

Asset No	Asset Description	Serial No	Pallet #
UC-1906	BEEPER	N/A	17
UC-2149	BEEPER	N/A	17
UC-1511	BEEPER	N/A	17
UC-1510	BEEPER	N/A	17
1906007	DELL MONITOR	CN0D54287287254PONAS	17
14-0602	DELL MONITOR	CN03N44674450BBDNS	17
14-0601	DELL MONITOR	CN0D54287287254K16C5	17
14-0605	DELL MONITOR	CN0D542872827C54P0CN5	17
14-0606	DELL MONITOR	CND054287287254K39US	17
14-0604	DELL MONITOR	CN0D54287287254K1AES	17
14-0609	DELL MONITOR	CN0D54287207254K1E45	17
14-0608	DELL MONITOR	CN0D54287287234Q2DRS	17
14-0603	DELL MONITOR	CN0D54287287254K1DVS	17
U.C 2112	LASER JET	JPHJ035030	17
U.C 4091	DIMENSION 3000	59P1Q71	17
U.C 3978	COMPUTER		17
U.C 4154	DELL DEMONSION 4700	4046L61	17
26452	BLACK HON FILE CABINET	N/A	17
22132	BLACK ANDERSON HICKEN	N/A	17
U.C 4043	BACK UP UPS XS 1000	N/A	17
U.C 3833	BACK UP UPS XS 1000	N/A	17
U.C 2709	JVC COMPAVT VHS	11081893	17
U.C 2685	SONY DIGITEL HANDYCAM	287567	17
14-0610	PANASONIC PHONE	KXTS20W7LATA125756	17
U.C 1061	CERTEX TIME CLOCK	9616J11	17
U.C 2627	IBM THINKPAD	78DGHA4	17
U.C 1539	MEDIA COOLER	N/A	17
42928	METAL DETECTER	38113088	17
42927	METAL DETECTER	34098580	17
U.C 2708	JVC VCE	060E9012	17
UC-906	2 TriPod	N/A	17
UC-2873	EASEL ULTIMA TRIPOD FOR CAMCORDER	N/A	17
U.C 2705	POLYCOM SOUND STATION	12153578	17
14-0347	ROLLING CHAIR	N/A	17
14-0348	ROLLING CHAIR	N/A	17
14-0342	ROLLING CHAIR	N/A	17
14-0344	ROLLING CHAIR	N/A	17

Asset No	Asset Description	Serial No	Pallet #
14-0345	ROLLING CHAIR	N/A	17
31604	OFFICE CHAIR RED	N/A	17
31600	OFFICE CHAIR RED	N/A	17
31603	OFFICE CHAIR RED	N/A	17
14-0359	PUMP	N/A	17
14-0360	HOSE HOLDER	N/A	17
14-0358	SAW	N/A	17
14-0354	TOOL BIT SET	N/A	17
14-0357	TANK	N/A	17
14-0334	4 GUEST CHAIRS	N/A	17
14-0356	DRILL	N/A	17
14-0333	HP PSC 1410	CN5ACC41BD	17
38093	HP DESKJET 990CSE	MY21A1B3FT	17
42648	BROTHER HC 1440	660298G4J713503	17
19148	DESK	N/A	17
14-0761	DISPLAY BOARD (WHITE)	N/A	17
H-1161	BROKEN LEATHER CHAIR	N/A	17
14-0567	POSTERS	N/A	17
14-0569	BROTHER 2820 FAX	IJ61325C7J432507	17
14-1177	HP LJ3015	CNBM379127	17
14-0568	SHARP FO-4470	67104850	17
28528	T.I CALCULATOR	174520-T-0997	17
14-4176	DELL MONITOR	CN0M1609466334232RUL	17
14-1174	DELL MONITOR	CN0J66427161852EA866	17
14-1175	DELL MONITOR	CN0M16094663338H6WCL	17
51973	HP LJMI522NF	CNG8B8B7SB	17
14-1173	DELL MONITOR	CN0J66427161852EA872	17
29311	HP LJ 4L	USCC186781	17
47272	DELL OPTIPLEX GX270	CXQF451	17
38442	DELL OPTIPLEX GX240	2FM6M11	17
41798	HP LASER JET 1500L	CNGGB40616	17
H2216	HP OFFICE JET PRO K5400	MY72B200W4	17
14-0985	ACME-LITE CAMERLITE,MODEL# 7PB W/CASE	N/A	17
14-0986	VIVITAR 58MM MACRO ZOOM LENS 28-80MM	9769188	17
14-0989	STARBLITZ RM AUTO TELE CONVERTER 2X	N/A	17
14-0994	MINOLTA 50MM ZOOM LENS	8265025	17
14-0993	CANON EFS 18-5MM ZOOM LENS	3150565930	17

Asset No	Asset Description	Serial No	Pallet #
14-0983	VIVITAR 28MM AUTO TYRISTOR CAMERA FLASH	9053725	17
14-0987	VIVITAR SERIES 1-840AFM AUTO FOCUS FLASH	2018653	17
14-0995	VIVITAR MACRO FLASH 5000	620356665	17
14-0988	VITITAR 730AFM AUTO FOCUS ZOOM FLASH	N/A	17
21659	MINOLTA X-370 35MM CAMERA BODY	9331041	17
14-0984	MINOLTA-STSI MAXXUM 35MM CAMERA	96205327	17
14-0992	MINOLTA 28-80MM ZOON LENS	62105722	17
23026	Desk and Credenza	N/A	17
14-1017	Americana Kitchen Stove	ML147445P	17
14-0330	MODEL 48-000	162189	18
14-0331	DIESEL	2961618	18
14-0332	TOOL BOX	N/A	18
NT0128	CHAIR MAROON	N/A	18
U.C 3243	OFFICE CHAIR BURGUBDY	N/A	18
14-0346	OFFICE CHAIR	N/A	18
U.C 120	OFFICE CHAIR	N/A	18
U.C 3399	OFFICE CHAIR	N/A	18
U.C 1422	OFFICE CHAIR	N/A	18
27243	GRAY FRABIC CHAIRS	N/A	18
NT0129	OFFICE CHAIRS RED	N/A	18
27401	GRAY FRABIC CHAIRS	N/A	18
51906	PEDIAGRAP CART	292202110	18
13-1244	GATEWAY MONITOR	MLR6B501404930	18
42850	OPTIPLEX GX280	D0Z1361	18
13-1225	BOX OF SPEAKERS	N/A	18
24092	MICROPHONE SYSTEM	123225	18
43188	SANSUI DVD PLAYER	66131109449	18
13-1226	BOX OF KEYBOARDS	N/A	18
H-1832	GRAY SHELVES	N/A	18
14-0307	GE REFRIGERATOR	593149	18
44268	DYNA FOG	458	18
13-1223	PROJECTOR SCREEN	N/A	18
10640	NEWCOMB RECORD PLAYER	979443	19
13-1231	GATEWAY FPD1520	LIC21276983	19
13-1236	GATEWAY E 1730	MUL7007G0028001	19

Asset No	Asset Description	Serial No	Pallet #
1425	VIEWLEX PROJECTOR	N/A	19
13-0098	HP JET DIRED 170X	SG481A6CD5	19
13-0130	MONITOR STAND	N/A	19
13-1088	DELL MONITOR	CN0FK9457161868K	19
U.C 4880	APC BATTERY BACK UP	AS1006220326	19
13-0136	SAMSUNG PRINTER	9H61BAXQC00374A	19
NT-0140	BOX OF BOOKS	N/A	19
U.C 4185	DELL SERVER	437FJ91	19
13-1079	DELL MONITOR	CN06VY327444516FA595	19
ME000228	EMERSON 13" T.V.	65350105258	19
40573	DELL MONITOR	MXQSW540466J432I1CEU	19
52696	HP LASER JET P4015N	SNCDYB23192	19
13-0305	SPEAKER SUN115H	N/A	19
12-1350	MONITOR STAND	N/A	19
41809	HP DESKJET 9680	SG3AV41009	19
31523	HP LASER JET 5	JPKH031927	19
13-0174	BROTHER FAX 2820	U61325C7516584	19
33618	HP LASER JET PRINTER 4050	USBB014479	19
31762	BROTHER ML3000	G1K328954	19
40085	BROTHER DCP1000	U56579L2J813291	19
13-1112	BROTHER HL5240 PRINTER	U61443E7J968817	19
NT0141	MAGNAVOX VHS/DVD TV	V17697234	19
13-0171	BOX OF KEYBOARDS & MOUSES	N/A	19
13-0140	STAND	N/A	19
NT0142	ICE MACHINE	N/A	19
13-1111	BOX OF SUPPLIES	N/A	19
28683	BABY CHANGER	N/A	19
13-1078	DELL MONITOR	CN06VY32744516F9055	19
13-1091	EMERSON TV	Y10371797	19
41429	CANON LASER 7201	UZU07809	19
41450	KENMORE ICE MAKER	PP4380529	19
ME003003	FELLOW SHREDDER SB95C	95C050624EB0015408	19
15336	QUASAR TV	AN3340	19
13-1090	TOSHIBA TV	99685065	19
14-0340	LEATHER CHAIR	N/A	19
37706	60 GALLON COMPRESSOR	9240	19
37316	CANON NP6545	AP34263	19

Asset No	Asset Description	Serial No	Pallet #
U.C 3753	EXECUTIVE CHAIR	N/A	19
U.C 3733	EXECUTIVE CHAIR	NA	19
U.C 3727	EXECUTIVE CHAIR	N/A	19
U.C 3754	EXECUTIVE CHAIR	N/A	19
13-0780	WALL DIVIDER (5)	N/A	20
13-0034	BOARD	N/A	20
37319	BLACK LEATHER CHAIR	HON2091	20
	KIDS PLAY MATS	N/A	20
13-0023	REALIST CB RADIO	316352	20
36892	SONY MAVICA CAMERA	118783	20
13-0157	SHREDDER FELLOWS	N/A	20
13-0097	LINKSYS WORKGROUP	RA93040002455	20
12-1348	KEYBOARD	CN0W7658371724C509YH	20
13-0017	OVERHEAD PROJECTOR 3M	N/A	20
13-0018	KADAK PROLECTOR	123163	20
U.C 2107	LEXMARK TYPEWRITER	11AMPV1	20
22379	EPSON PROJECTOR	9LZ10932M	20
13-0019	3M PROJECTOR	N/A	20
35650	TOSHIBA VCR	34269618	20
14106	SONY VCR	52896	20
13-0004	ARGUS EXECUTIVE PORTABLE MIC	N/A	20
22372	PROJECTOR	N/A	20
14256	SONY VIDEOCASSETTE PLAYER 5000	32754	20
13-0061	SAMSUNG MONITOR	AX17HBX200106D	20
13-0015	LOCKSET SECURITY KIT	N/A	20
13-0068	DELL MONITOR	OP0151641804A3011F	20
13-0117	BROTHER INTEL 2820	U61325C6J296032	20
13-0125	MONITOR STAND	N/A	20
13-0129	MONITOR STAND	N/A	20
24296	CANON CALCULATOR	242215	20
13-0006	BOX OF SECURITY CANNER	N/A	20
44385	DELL OPTIPLEX GX620	7B1RV81	20
13-1113	HP MONITOR	CNC829R53N	20
14-0990	SWA MONITOR	V209290300	20
U.C 3029	HP DESKJET 952C	MV129182Y8	20
U.C 3404	HP ALLIN ONE 9145	MY258318PH	20

Asset No	Asset Description	Serial No	Pallet #
13-0855	BOX OF TONER	N/A	20
13-0141	ASTRON R5-7A	98020452	20
	BOX OF SUPPLIES (IT)		20
	BOX OF SUPPLIES (IT)		20
13-0135	CPI RECEIVER	3208200	20
U.C 3022	HP DESKJET 952C	MY0CH1605H	20
13-0071	BOX OF SUPPLIES	N/A	20
U.C 2914	3M M5102	N/A	20
32613	TABLE	N/A	20
U.C 3831	APC BATTERY BACKUP	JB0324005649	20
44416	BLACK STORAGE	N/A	20
NT 1045	D MODEL TV	AADRL0E068025A96419	20
13-0858	VISION MONITOR	8916005256	20
NT 0146	MONITOR STAND BOX	N/A	20
16305	SHARP CALCULATOR VX2112	VX2612	20
NT1047	APC BATTERY BACKUP	BB0623046750	20
57038	BEVERAGE AIR COOLER	3136450	20
13-0012	BOX OF VIDEOS	N/A	21
12-0821	FIRST AID BOX (5)	N/A	21
12-0817	SCALE	N/A	21
13-0132	HP PRINTER K550	SG62G7104P	21
13-0100	EMERSON VHS	9AE06737	21
13-0104	LATHEM TIME STAMP	U112116	21
34466	LATHEM TIME STAMP	U91971	21
29448	LATHEM TIME STAMP	U75230	21
13-0145	LIFTJACK	N/A	21
13-0144	LIFTJACK	N/A	21
36837	DOLNER RS 600	523102064	21
36373	MAX 208 CC PUMP	10379	21
13-0113	PUMP SERIES PACER	15691	21
NT-0149	PUMP UNKNOWN	N/A	21
36925	PUMP	N/A	21
	PUMP	8.70204E+11	21
37370	MOTOR FOR WEEDEATERS 325PZ	N/A	21
NT-0131	PUMP	156916	21
36836	PUMP	523102064	21

Asset No	Asset Description	Serial No	Pallet #
NT-0132	FLOTEC PUMP	51211680	21
NT-0133	FLOTEC PUMP	81211797	21
NT-0134	FLOTEC PUMP	80401434	21
47613	BUCKET	N/A	21
NT-0135	AIR CONDITION UNIT	N/A	21
12-0818	HEALTH O METOR SCALE	N/A	21
NT-0136	ICE MACHINE BOTTOM PART	N/A	21
13-0119	BATTERY BACKUP	N/A	21
13-0307	4 LUCENT PHONES	N/A	21
13-0116	PRINTER HP CP1518	CNCC94M064	21
13-0065	BROKEN DESK	N/A	21
43234	A/C UNIT		21
U.C 4275	APC BATTERY BACKUP	N/A	21
13-0022	SIDE TABLE	N/A	21
NT-0137	BROWN BOOK SHELF	N/A	21
14-0600	OFFICE CHAIR	N/A	21
26307	SOLAR BATTERY CHARGER	D570524	21
41886	AMPTON MONITOR	1123AJA037210	21
41887	AMPTON MONITOR	1123AJA037325	21
19128	WHIRLPOOL REFIGATOR	E70416233	21
36284	GREY-FLOOR JACK	N/A	21
41822	RENENERATIVE PUMP	N/A	21
NT-0138	HP-LJ 2100	N/A	22
13-0167	Cisco 2600	JMX0812L2TX	22
13-0096	PS67C Shredder	N/A	22
41094	Cisco 2600	CNM7M3PPRA	22
16558	Comb Binding	321975	22
13-0026	Panasonic TV	12762	22
28276	Project Apollo	4061205	22
51408	Xerox Documate 262I	749TW107CU8C0500394	22
19588	Polaroid ID	A7013F	22
55885	Norstar Sytem	NNTM8455B2T2	22
13-0011	DVD Player	76385017S0A4EB	22
14-0024	Boxes of Battery	N/A	22
52143	Nortel Cordless Telephone	NT8B45AC	22
31300	Nortel Meridian Phone	NNTM040A7DMK	22

Asset No	Asset Description	Serial No	Pallet #
41557	Pocket PC	TWC3317SZ	22
14-0026	Box of Phone Wires	N/A	22
37914	Brother HL-1440 Printer	U60066M1J515049	22
13-0066	Apron Monitor	C5EG11900404	22
14-0022	Lamp	N/A	22
H-2898	HP LaserJet 2420DN	JPDGR10917	22
14-0025	Norstar Phone	NNTM60G96W0N	22
40645	Norstar Phone	NNTM60GJTZX0	22
14-0021	HP Monitor	CNK6290X25	22
H-1412	Brother Intellifax 4750E	U60283GSJ304067	22
55594	Northern Telecom Phone System	B9320MN	22
14-0023	HP Scanjet 4570C	CN33XT61HH	22
H-2729	HP Scanjet 4570C	CN33XT622R	22
12-0819	HP 1040 FAX	cn92RCNF81	22
12-0820	HP 1040 FAX	CN92RCNF7J	22
12-0792	DeLonghi Heater	N/A	22
NT-0050	3 First Aid Box	N/A	22
12-0827	Sylvania TV/DVD	V19734693	22
UC-3023	Hp Deskjet 952C	MY0C7162JP	22
12-0822	Apex TV	128C35U29040210	22
UC-3835	APC Battery Backup	N/A	22
13-0121	Monitor Stand	N/A	22
32652	Panasonic TV	H8AA13705	22
13-0127	Monitor Stand	N/A	22
13-0123	Monitor Stand	N/A	22
13-0128	Monitor Stand	N/A	22
13-0124	Monitor Stand	N/A	22
13-0122	Monitor Stand	N/A	22
13-0126	Monitor Stand	N/A	22
43686	Dell Latitude D810 Laptop	D9QBV71	22
13-0173	Brother Laser Printer HL1440	U60066C4J872332	22
NT-0031	Grey Folding Chair	N/A	22
13-0774	Box of Phones	N/A	22
35372	HP Deskjet 842C	MX0AG1C0QK	22
13-0133	HP Office Jet Pro K8600	TH93N2206N	22
13-0155	Shredder	RH23127H	22
13-0114	Aurora Shredder	N/A	22

Asset No	Asset Description	Serial No	Pallet #
13-0131	Monitor Stand	N/A	22
13-0172	Brother HL 1440	U60066C4J872370	22
13-0156	Fellow Shredder	061219EA0027818	22
13-0111	Fellowes P70CM Shredder	050824VB0222413	22
13-0154	Fellowes Shredder	060121EF0155209	22
36393	Paper Tray	N/A	22
13-0296	Calculator Sharp	7D163485	22
13-0295	HP Deksjet 6560	MY59M9Q04F	22
13-0134	Victor 1228 Calc.	02J01673	22
NT-0032	Phone	BB601402784	22
12-0808	Panasonic TV	MB377290998	22
12-0799	TV Cart	N/A	22
13-0062	Cannon Pixma Printer	ABBU14174071983-11	22
12-0797	Sylvania TV/DVD Combo	T07713438	22
14-0394	Conference Table Black	N/A	22
13-0954	Brother Intellifax 4100	UG60298M5J407295	23
45259	Optiplex GX280	BP79M51	23
43432	Optiplex GX280	GP36M51	23
13-0951	HP Deskjet 6540	MY57QZR1K3	23
45253	Optiplex GX280	7P79M51	23
nt-0033	Linksys EtherPort	RD8003B003485EB1680CR	23
12-1356	MPC Monitor	F195015001178	23
13-0217	Monitor Dell	MY-0H6304-47603-55H-A8W2	23
13-0952	Keyboard Holder	N/A	23
13-0953	Keyboard Holder	N/A	23
13--0950	Fujitsu Scanner	600350	23
13-0971	Cash Register box	498671108	23
13-0975	Cash Register Box Black	53019075	23
13-0973	White Cash Register Box	2367246	23
13-0992	Cah Register Box	53019070	23
13-0985	Paper Tray	N/A	23
13-0708	First Aid Kit	N/A	23
24735	Typewriter IBM	11-AW709	23
34296	Typewriter IBM	11-VT117	23
24966	Smart UPS 600	W911101648	23
34241	Typewriter IBM	11-MD752	23

Asset No	Asset Description	Serial No	Pallet #
13-0966	Black Cash Box	S3019071	23
13-0967	Black Cash Box	S3033771	23
13-0968	Black Cash Box	EP-125KSD	23
13-0972	Black Cash Box	S3019102	23
13-0974	Pearl Cash Box	2367256	23
13-0970	Pearl Cash Box	2384074	23
13-0007	Brother Sewing Machine	L4G190569	23
13-0003	Mr. Coffee Brewer	4002986	23
13-0005	Drinking Clock	N/A	23
49590	HP Laserjet P3005N	CNR1P05559	23
50071	Lenovo	R8-WEA41	23
13-0041	Bookshelves	N/A	23
13-0051	Dell Monitor	CN-0K5516-71618-52RAE2T	23
13-0020	RESCUE ANNE CPR DUMMIS (2)	N/A	23
13-0032	Lamp AmericaCamper	N/A	23
53341	Dell Monitor	CN-0K5516-71618-4A9AA1Z	23
13-0057	Box of Supplies	N/A	23
53343	Dell Monitor	CN-0K5516-71618-52R-AEQ9	23
13-009	Hitachi Projector	F6E016955	23
53347	Dell Monitor	CN-0K5516-71618-4AV-AAF7	23
47850	Optiplex SX280	9HQQC61	23
26317	Poster Printer Plus	41407165	23
13-0054	Hp Laserjet 1020	CNBK2654935	23
13-0052	Hp Laserjet 1020	CNBK717010	23
13-0053	Hp Laserjet 1020	CNB2654940	23
47849	Optiplex SX280	CGQQC61	23
13-0016	Hp Monitor	CN332VM174	23
13-0964	Keyboard Holder	N/A	23
13-0963	Keyboard Holder	N/A	23
NT-0035	EZ 2200 Labeler	9206098	23
13-0962	HP Photosmart 7960	CN3CB321J1	23
13-0014	Drill and Light Milwakee	N/A	23
13-0961	HP Photosmart 7960	CN377122JV	23
13-0960	HP Deksjet 9800	NMY4C1K0FT	23
13-0987	Cannon Calculator	42182009	23
36887	Sony Digital Camera	91683	23
13-0965	Victor Calculator	065705472	23

Asset No	Asset Description	Serial No	Pallet #
41807	E=Series Gaeway E4100C	0032772672	23
38273	Gateway ESX E4000	0027119708	23
ME003004	Communicator	0030250397	23
14-0187	Gateway E455	816	23
14-0177	Gateway E-4600S	0036724942	23
14-0178	Gateway E-4600S	0036109252	23
14-0183	Gateway E-4500S	0036559814	23
14-0184	Gateway E-4500D	0037310608	23
14-0182	Gateway E-4500S	0036559815	23
43192	Gateway E-4100	0034620091	23
41806	Gateway E-4100	0032772671	23
14-0180	Gateway E-4000	0029258962	23
14-0193	Hp Deskjet Printer 9650	SG3A121112	23
13-1222	RCA VCR	602570088	23
14-0194	Phillips CD Player	42940103	23
14-0179	Gateway E-4500D	0037310609	23
37428	Compact Evo	W146JYF2A342	23
14-0192	Hp Laserjet 3005D	CND1R04330	23
21288	Hon Cabinet	N/A	23
10144	Desk	N/A	23
ME001696	Orion TV	067490946494	23
14-0186	Gateway M465e	0039171218	23
14-0181	Gateway M460E	00369109165	23
43194	Gateway M450E	0034598043	23
14-0185	Gateway E-475M	0040544755	23
NT-0036	Acer Monitor	72600266263	24
53353	Dell Monitor	CN-0K5516-71618-4AV-AC18	24
52854	Dell Monitor	CN-0G84326418057P42WL	24
NT-0037	Box of Chords	n/a	24
13-0109	Xerox Documate	9B496D0458	24
37885	Compaq Projector IPAQ	7C21JY81Q003	24
NT-0038	U.S. Robotics Modem	2ABLX6MF0505	24
42783	3 Comm Baseline Switch	01007UBF490001660	24
52851	Dell Monitor	CN-0GB432-64180-57P-40AL	24
12-1361	Dell Monitor	VN-0K5516-71618-52R-AE2R	24
NT-0040	Acer Monitor	72500056063	24

Asset No	Asset Description	Serial No	Pallet #
NT-0041	Acer Mointor	72500064063	24
13-0043	Sanyo VCR	34544608	24
42747	HP LaserJet 8150N	JPDLR36374	24
ME000927	Hp Monitor	CND8321FLR	24
49646	Avocent Server	0320015751	24
13-0044	Keyboard	N/A	24
12-1359	HP Feeder	JPCLB30034-RC3-504A	24
13-0969	Cash Drawer	2384101	24
14-0189	Laptop Expansion	VK17341001233	24
14-0190	Laptop Expansion	VK17341001231	24
46790	Dell Poweredge 1950	9V4BWC1	24
28432	Battery Backup	B94073163516	24
43446	Smart UPS 2200	V50424111195	24
13-0165	Dell Poweredge 2800	JTXC361	24
NT-0042	Triplite	9519A6CPS512400187	24
NT-0153	SmarPro Lite UPS	9531ALCSM538900046	24
40986	Dell Poweredge 2650	65T0S21	24
46789	Dell Poweredge 1950	7V4BWC1	24
41615	Dell Poweredge 2650	1TN1331	24
NT-0044	Smarpro UPS	9531ALCSM53890005	24
36863	HP Deskjet 970c	MY11012088	24
52659	HP Laserjet P4015N	CNDY891806	24
13-0166	APC Surge Protector	AB0237220649	24
13-0142	Echo SRM-260S	05020065	24
14-0980	Law Library Books	N/A	24
41330	IBM Backup	1320473	24
13-0021	Lantern	N/A	24
40535	Backup CD Writer	21917257	24
30307	Chainsaw	NOT READABLE	24
50194	APC Battery Module	QD0826350266	24
13-0030	TI Calculator	0052649	24
13-0031	UltraTech	17024927190	24
13-0095	TV Emerson	V14397350	24
NT-0045	HP Printer L3	USSC020868	24
52516	APC Battery Module	QD1D26350027	24
13-0036	Sharp Calculator	8D007793	24
13-0029	Xerox Toners	N/A	24

Asset No	Asset Description	Serial No	Pallet #
13-0094	HP Laserjet M1522NF	CND892J0R4	24
13-0035	NU Intercoms	N/A	24
13-0033	Microwave Plates	N/A	24
13-084	Acer Monitor	ETC130712042200281RH00	24
27468	Gray Desk	N/A	24
UC-3021	HP Deskjet 952C	MY0CJ172DF	24
UC-4352	APC Battery Backup	JB0704025124	24
UC-2941	NEC Battery Backup	10502618B	24
UC-3877	Dell Poweredge 4400	87QN701	24
UC3832	APC Battery Backup	JB0311030380	24
12-0788	Sylvania TV	V197347158	24
46650	HP DesignJet 500	SG669D1055	24
UC1444	HP Designet 450C	SG8131105F	24
21420	Water Cooler	890586808	24
13-0828	Panasonic Phone	7FATH102248	25
NT-0046	Box of Phones	N/A	25
13-0943	DTV Box	C2C4458761BD	25
13-0718	Box of Books	N /A	25
13-0959	Oki Microline 390	AE66003333E0	25
13-0956	Oki Microline 390	AE63000878E0	25
13-0980	HP Jetdirect 170X	SG481A46DA	25
13-0979	HP Jetdirect 170X	SG431A3461	25
13-0976	HP Jetdirect 170X	SG431A345D	25
13-0981	HP Jetdirect 170X	SG471A1A2E	25
13-0978	HP Jetdirect 170X	SG481A46C0	25
13-0977	HP Jetdirect 170X	SG471A187D	25
13-0984	Canon Typewriter	2B238327	25
13-0983	Congitive Lable Writer	J080955099	25
13-0982	Congitive Lable Writer	J080955080	25
13-0942	Dish Reciever	CA8DRD029545322	25
13-0986	Shredder Fellowes	N.A	25
13-0955	HP Deskjet 6940	MY890CROYS	25
13-0944	Sharp Calculator	1D066584	25
13-0945	Victor Calculator	068304694	25
13-0947	3 Com Superstack	0602-7ZNV3A6A06A	25
13-0946	Calculator	N/A	25

Asset No	Asset Description	Serial No	Pallet #
13-0948	3M Superstak	0602-7ZNV3A6A11A	25
13-0941	HP Jetdirect 170X	SG7C30478A	25
13-0949	3M Superstak	0602-7ZNV3A69F38	25
50413	Zebra TLP2844	45J093100357	25
13-0938	TBG Reciept Printer	K051000145	25
13-0937	TBG Reciept Printer	K051000153	25
13-0939	TBG Reciept Printer	K051000158	25
13-0932	TBG Reciept Printer	K083301121	25
13-0940	HP Deskjet Printer	SG7230F01B	25
13-0936	Congitive Printer	J062714605	25
13-0958	Epson Scanner	ESUW135105	25
13-0930	Epson Reciept Printer	2VG0041957	25
13-0931	Epson Reciept Printer	2VG0041956	25
13-0933	Epson Reciept Printer	2VG0042030	25
13-0934	Epson Reciept Printer	2VG0042036	25
13-0935	Epson Reciept Printer	2VG0042259	25
13-0024	3M Projector	1227898	25
NT-0047	Energy 32I Monitor	365B163970	25
NT-0048	Air Condition OWA	1409200847	25
13-0197	Box of Toner	N/A	25
13-0193	Box of Supplies	N/A	25
13-0178	GE Refrigerator	LH814959	25
13-0025	Black Metal Hutch	N/A	25
47356	Digital Video Recorder LG	KA06090232	25
13-0322	Dell Monitor	CN-0CC299-64180-62P-0H1D	25
13-0320	Ben Q Monitor	99L2972B61-21200833TC1B61	25
13-0314	Ben Q Monitor	99L2972B61-21200343TC1B61	25
40541	Ben Q Monitor	99L2972B61-21200837TC1B61	25
13-0311	Ben Q Monitor	99L2972B61-21200824TC1B61	25
13-0328	Ben Q Monitor	99L2972B61-21200825TC1B61	25
13-0324	Ben Q Monitor	99L2972B61-21200335TC1B61	25
13-0321	Ben Q Monitor	99L2972B61-21200345TC1B61	25
40540	Ben Q Monitor	99L2972B61-21200813TC1B61	25
40542	Ben Q Monitor	99L2972B61-21200344TC1B61	25
40539	Ben Q Monitor	99L2972B61-21200817TC1B61	25
13-0312	Ben Q Monitor	99L2972B61-21200810TC1B61	25
13-0327	Ben Q Monitor	99L2972B61-21200818TC1B61	25

Asset No	Asset Description	Serial No	Pallet #
13-0316	Microsoft Keyboard	5042900899161	25
13-0238	Fujitsu Scanner	524084	25
13-0103	Hp Laserjet 4000T	USSC024347	25
40919	APC Battery Backup	N/A	25
34295	IBM Typewriter	11VP781	25
140566	Fujisu FI4640J Copier	600345	25
42723	HP Switch	TW436MXD4T	25
NT-0049	2 Shelf	N/A	25
41467	Ice Machine	035646040067	25
13-0101	Quill Projector	96113406	25
16996	Small Portable Table	N/A	25
NT-0050	2 Shelf Drawer Rolling	N/A	25
13-0038	Canon Projector	S30119513	25
13-0102	Smith Corona Typewriter	SPCF1118746	25
13-0099	Hp Laserjet P2015	CNB1M23050	25
NT-0051	Rolling Filling Cabinet	N/A	25
UC-1007	Red Office Chair	N/A	25
12-1335	Sharp Calculator	7D017484	26
13-0088	Amptron Monitor	FHD001017033	26
NT-0052	Sharp Calculator	0D024204	26
41100	Brother Typewriter	C4E823816	26
13-0006	Hitachi CPS240 Projector	F6E016963	26
12-1338	Clculator	N/A	26
NT-0053	Dell Dock Station	CN-07W762-64535-62Q-0734	26
13-0709	HP DJ 600	SG5BS1J098	26
NT-0054	HP Laserjet P2015D	CNBJB68268	26
13-0089	Computer	P002A129741	26
T-1237	Brother GX6000 Typewriter	K16412312	26
13-0086	Dell Optiplex 260	44ZGV11	26
13-0087	Dell Monitor M770	1780R-A8LDJ	26
NT-0055	Fellowes Shredder	120-2041029E10032588	26
NT-0056	HP Laserjet 4250N	USBXM11211	26
13-0085	Dell Dimension 2400	3KM9W31	26
NT-0057	HP Laserjet P3005	CNG1C01024	26
NT-0058	Dell Optiplex GX1 Computer	9A48F	26
12-1470	HP Officejet	MY788620QD	26

Asset No	Asset Description	Serial No	Pallet #
NT-0059	HP Laserjet 132	C9HC5872213	26
13-0353	Keyboard Holder	N/A	26
13-0742	Timkin Self Locking Collar	N/A	26
13-0744	Box of Supplies	N/A	26
13-0740	HP Deskjet 5740	LY48GYX2C4	26
13-0750	Light	N/A	26
13-0738	Pressure Grip	N/A	26
13-0741	Jenson Stereo	D8090003113000Q2Y00	26
13-0736	John Deere Gear Box	N/A	26
13-0733	Reflectors	N/A	26
49947	Lawn Boy Mowing Machine	28002087	26
13-0755	Grease Gun	N/A	26
NT-0092	Amptron Monitor	ZAQ4313CHI541	26
12-1332	Staplers (2)	N/A	26
23148	Sony TV	7516544	26
12-1334	Sharp Calculator	0D002772	26
12-1347	Polaroid TV	DR804437950003653	26
NT0093	Polaroid TV	H0600013600011931	26
20634	Metal 2 Shelf Cabinet	N/A	26
47319	Xerox Documate 272	719TW107585N1300128	26
NT-0094	Sharp Calculator	SD017165	26
13-0370	Wint Air Fan	N/A	26
NT-0095	HP Laserjet P3005	JPDGH01304	26
NT-0096	Electronic Calculator	6D02297X	26
47525	Dell SX280	B519071	26
T-1249	Dell Poweredge 2850	HBP8H81	26
44329	Dell Poweredge 2850	DBP8H81	26
H-2721	Brother Business Class Fax	UF060283FBJB20648	26
53241	HP Laserjet M5022NF	CNG899T027	26
12-1330	Coin Sorter	2002120002570	26
13-0185	ABC Stapler	TA37312H	26
NT-0098	Dell Printer	CN-0J4476-48730-4BR4NLT	26
14-0131	Brother Intellifax 4750E	U60283G5J304072	26
26840	Gray Desk	N/A	26
47843	Dell Optiplex SX280	JHQQC61	26
NT-0099	Hp Laserjet 1200	CNBJFD9708	26
28201	Gray Desk	N/A	26

Asset No	Asset Description	Serial No	Pallet #
13-0370	Fan	N/A	26
13-0692	Dell Monitor	CN-01K525-47803-31CLUYM	26
23149	Panasonic VHS	LOAA12104	26
14-0302	Planar Monitor	A598349F0221K0058	26
NT-0100	HP Monitor	MYA43707MB	26
40914	Eureka-4925W4	A4925023XX40031	26
NT-101	Olvetti Typewriter	085-NT0475992	26
T-1213	HP Jetdirect 620N	SG2B315658	26
38258	Interphase PRI Card	1124948	26
T-1248	Microsoft Keyboard	7421700317088	26
37668	HP Laserjet 4100N	USJNJ20099	26
H-1075	Brown Table	N/A	26
H-1241	Brown Cart	N/A	26
14-0130	Swingline Holepuncher	XE14346H	26
H-3094	Avaya Phne	NNTMN500JREF	26
34738	Lawnboy Lawnmower	260014851	26
44105	Minolta Fax Machine 2500	4505-11102535	26
13-0990	Paper Trays	N/A	26
13-0991	Paper Trays	N/A	26
13-0989	PaperTray	N/A	26
24427	Guest Chair	N/A	26
14-0158	Leather Office Chair	N/A	26
13-0182	Office Chair	N/A	26
10367	Office Guest Chair	N/A	26
35649	Toshiba TV	29562120	26
AD-0410-059	Dukane PowerSource	C794748	26
AD0410-058	Altec Lansing Power Amp	K331136	26
AD0410-060	Dukane 85518	K351778	26
AD0410-056	Switch	N/A	26
AD0410-061	Altec Mic Mixer	K354873	26
AD0410-057	Mix Mixer	K357050	26
22847	PLANT HOLDER	N/A	27
32095	WALL DIVIDER	N/A	27
32105	WALL DIVIDER	N/A	27
12-0849	DELL MOUSE	N/A	27
13-0310	SHORTEL 560 PHONE	00104900C426	27

Asset No	Asset Description	Serial No	Pallet #
13-0348	LAMPS	N/A	27
13-0350	BOSTON PENCIL SHARPENER	N/A	27
13-0345	FUJITSU SCANNER FI-4340	801074	27
13-0346	FUJITSU SCANNER FI-4340	801073	27
13-0352	DISKETTE HOLDER	N/A	27
12-1333	FOLDING CHAIRS	N/A	27
NT-0103	TARP MECHANISM	N/A	27
22963	CREDENZA	N/A	27
14-0148	AQUA=GREEN CHAIR	N/A	27
14-0166	BURGANDY CHAIR	N/A	27
34035	BLACK EXECUTIVE CHAIR	N/A	27
14-0157	BURGANDY CHAIR	N/A	27
22355	BROWN DESK CHAIR	N/A	27
24694	RED CHAIR	N/A	27
36293	EXECUTIVE LEATHER BROWN	N/A	27
140191	INFOCUS LP600 PROJECTOR	AMRN52600067	27
41288	4 SHELF FILLING CABINET HON	N/A	27
14-0176	BURGANDY CHAIR	N/A	27
14-0161	BURGANDY CHAIR	N/A	27
NT-0104	BURGANDY CAHIR	N/A	27
14-0135	CASH DRAWERS	N/A	27
25891	HON 4 DRAWER FILLING CABINET	N/A	27
13-0726	FUEL PUMP-FILL RITE	N/A	27
1388	ART METAL 4 DRAWER FILLING CABINET	N/A	27
1392	ART METAL 4 DRAWER FILLING CABINET	N/A	27
14-0163	PEACH COLOR CHAIR	N/A	27
34159	BURGANDY CHAIR	N/A	27
14-0159	BURGANDY CHAIR	N/A	27
14-0168	PEACH COLOR CHAIR	N/A	27
13-0188	2 DRAWER FILLING CABINET	N/A	27
NT-0105	GREEN CHAIR	N/A	27
13-0300	HON 4 DRAWER FILLING CABINET	N/A	27
14-0122	BURGANDY CHAIR	N/A	27
49284	HON BLACK FILLING CABINET	N/A	27
41287	4 SHELF FILLING CABINET	N/A	27
14-0162	PEACH COLOR CHAIR	N/A	27
13-0842	GLOBAL 4 DRAWER FILLING CABINET	N/A	27

Asset No	Asset Description	Serial No	Pallet #
29102	HON 5 DRAWER CABINET	N/A	27
25336	HON 4 DRAWER FILLING CABINET	N/A	27
16147	HON 2 DRAWER FILLING CABINET	N/A	27
14-0101	HON 2 DRAWER FILLING CABINET	N/A	27
13-0189	2 DRAWER BEIGE FILLING CABINET	N/A	27
11070	2 DRAWER FILLING CABINET	N/A	27
18883	COLE 4 DRAWER FILLING CABINET	N/A	27
H-1688	8 DRAWER INDEX FILLING CABINET	N/A	27
18540	4 DRAWER FILLING CABINET	N/A	27
21021	ART METAL 3 DRAWER SHELF	N/A	27
32316	STEEL MASTER 8 DRAWER	N/A	27
22955	STEEL MASTER 8 DRAWER	N/A	27
22956	STEEL MASTER 8 DRAWER	N/A	27
15098	STEEL MASTER 8 DRAWER	N/A	27
ME001020	HON 5 DRAWER FILLING CABINET	N/A	27
13661	5 DRAWER FILLING CABINET	N/A	27
22957	STEEL MASTER 8 DRAWER	N/A	27
13-0797	PLANT HOLDER	N/A	27
UC-4098	DELL INTEL PENTIUM COMPUTER	86P1Q71	28
UC-3472	MAHOGANY DESK U SHAPE	N/A	28
UC-1446	BROWN DESK	N/A	28
UC-4097	DELL INTEL PENTIUM COMPUTER 4	26P1Q71	28
UC-4089	DELL INTEL PENTIUM COMPUTER 4	D3P1Q71	28
UC-3239	COMPUTER CART W/KEYBOARD	N/A	28
UC-2123	WATER COOLER	N/A	28
UC-3761	XEROX COLOR PRINTER	306A13Q1613	28
14-0280	FILE CABINET BEIGE	N/A	28
14-0284	CORNER TABLE WING	N/A	28
14-0282	BOOK SHELF BROWN	N/A	28
12-0117	4 DRW GRAY FILE CABINET	N/A	28
14-0281	SMALL TABLE	N/A	28
14-0283	COMPUTER TABLE	N/A	28
2225	DESK	N/A	28
UC-4711	MAHOGANY DESK W/DRWS	N/A	28
UC 4164	DELL INTEL PENTIUM 4 COMPUTER	93P1Q71	28
14-0279	2 MONITORS	N/A	28

Asset No	Asset Description	Serial No	Pallet #
UC-4094	DELL INTEL PENTIUM 4 COMPUTER	35P1Q71	28
UC-4095	DELL INTEL PENTIUM 4 COMPUTER	D5P1Q71	28
UC-3026	HP 952C PRINTER	MY1121607R	28
UC-3881	BURGUNDY GUEST CHAIR	N/A	28
UC-136	BROWN GUEST CHAIR	N/A	28
UC-3885	BURGUNDY GUEST CHAIR	N/A	28
UC-3806	BURGUNDY GUEST CHAIR	N/A	28
UC-3886	BURGUNDY GUEST CHAIR	N/A	28
UC-135	BROWN GUEST CHAIR	N/A	28
UC-3838	EXEC HIGH BACK CHAIR	N/A	28
UC-2125	FOLDING TABLE	N/A	28
UC-2145	CORK BOARD	N/A	28
3757	POSTAGE METER TABLE	N/A	28
14-0110	BROTHER QL 550	U61051-M6G211992	28
14-0111	BROTHER QL 550	U61050-L8G523883	28
43427	COGNITIVE LBT42	J040808759	28
51073	KODAK-I1320	44833863	28
14-0121	HP LASERJET 1020	CNBK918337	28
14-0112	PLANTRONICS WIRELESS C054	N/A	28
14-0113	PLANTRONICS W/CORD	N/A	28
47509	OPTIPLEX SX280	B219071	28
47520	OPTIPLEX SX280	641907	28
47858	OPTIPLEX SX280	BGQQC61	28
14-0104	DELL 1720	2QV98D1	28
14-0098	MINUTE STAMPS QTY 15	N/A	28
14-0129	LIGHT GRAY COMPUTER STAND	N/A	28
14-0122	MISC. ITEMS	N/A	28
14-0117	FILE STAMPS QTY 25	N/A	28
14-0119	MISC. BOX	N/A	28
14-0118	SYMBOL	LS4000I	28
14-0109	HP PRINTER ENVELOPE FEEDER	JPCLB34880	28
14-0099	HP PRINTER ENVELOPE FEEDER	JPCLB54515	28
14-0114	PRINTER LABEL QTY 45	N/A	28
14-0115	HP LASERJET TONER 49A QTY 4	N/A	28
14-0108	HEWLETT PACKARD 840 C	MX05Q1VOKC	28
49355	HP LASERJET 4015N	CNDY182590	28
14-0107	OPTIPLEX 320	95L44C1	28

Asset No	Asset Description	Serial No	Pallet #
14-0103	HP PAPER FEEDER	CNCXK25256	28
14-0106	MISC. ITEMS	N/A	28
14-0116	DELL MONITOR STANDS QTY 2	N/A	28
14-0105	MISC ITEMS	N/A	28
14-0102	HP COLOR LASERJET	CM1017MFP-CNCY6C9006	28
14-0101	LATHEM TIMER	U-114130	28
42377	WIDMER DIST. CLK FILE STAMP	191225	28
14-0128	CASHIER MONEY TRAY	N/A	28
47411	OPTIPLEX GX270	8HOQV31	28
34578	IBM 1000 TYPEWRITER	11RRL74	28
14-0127	SMALL BROWN DESK W/WHEELS	N/A	28
14-0100	APC BATTERY BACK-UPS QTY 2	N/A	28
14-0125	SILVER DOLLY	N/A	28
14-0126	LCD MAGNIFIER	N/A	28
14-0124	typewriter supplies ITEMS	N/A	28
14-0123	typewriter supplies ITEMS	N/A	28
14-0275	BLACK COMPUTER CASE SERVER	0251LC0057	28
14-0249	CISCO SYSTEM ROUTER	FTX1207A3NN	28
44454	HEWLET PACKARD LASERJET 8100	USJG002239	28
40386	HEWLET PACKARD LASERJET4100N	JPLGC22070	28
14-0247	BLACK COMPUTER CASE SERVER Digital Video Mgt. System	7O9070101401 (101444)	28
14-0235	HP COMPUTER MONITOR	3CQ8214D2V	28
14-0236	HP COMPUTER MONITOR	3CQ8214D11	28
14-0233	HP COMPUTER MONITOR	CNN6151L50	28
14-0250	HP COMPUTER MONITOR	3CQ821D14	28
14-0253	COMPUTER DOCUMENT SCANNER	37EV034406	28
14-0238	HP COMPUTER MONITOR	CN246YF117	28
14-0256	HP COMPUTER MONITOR	CN246YF263	28
14-0246	HP COMPUTER MONITOR	CN246YF057	28
14-0224	HP COMPUTER MONITOR	CN246Y059	28
14-0243	HP COMPUTER MONITOR	CN2464Y269	28
14-0242	HP COMPUTER MONITOR	CN246YF062	28
14-0223	HP COMPUTER MONITOR	CN332VH814	28
14-0218	HP COMPUTER MONITOR	CN246YF182	28
40390	HP LASERJET PRINTER	JPLGC22009	28
14-0239	HP FLAT SCREEN COMPUTER MONITOR	3CQ68231NFV	28
14-0258	EPSON STYLAS COMPUTER PRINTER	D33E540533	28

Asset No	Asset Description	Serial No	Pallet #
14-0273	NEC TELEPHONES	BG02776901	28
48501	HP 4700 PRINTER	JP8LC21189	28
14-0244	PAPER SHREDDER	CRC38225	28
14-0265	EPSON STYLAS COMPUTER PRINTER	GCSK326706	28
40385	HP LASERJET 4100	JPLGF06698	28
40389	HP LASERJET 4100	JPLGC22015	28
14-0251	HP COMPUTER MONITOR	CN246YN784	28
14-0220	HP COMPUTER MONITOR	CN2464F058	28
-	HP COMPUTER MONITOR	CN2464510	28
14-0255	HP COMPUTER MONITOR	CN246YF222	28
14-0252	HP COMPUTER MONITOR	CN246YF078	28
14-0245	MAGMA COMPUTER	B1-P7TF-2649	28
14-0221	COMPUTER MONITOR	MX08D4664-774121440E7	28
14-0234	HP COMPUTER MONITOR	3CQ8214D2X	28
14-0237	HP COMPUTER MONITOR	CN246YF181	28
45631	HP WORKSTATION XW4300	2UA61816GF	28
14-0260	FAX BROTHERS FAX MACHINE	U60283A7J600687	28
14-0225	COMPUTER MONITOR	241022050740	28
14-0240	COMPUTER MONITOR	3CQQ82140204	28
14-0264	BROTHER TYPEWRITER	E0K430971	28
14-0230	HP COMPUTER MONITOR	3CQ8214D38	28
14-0229	HP COMPUTER MONITOR	3CQ8214DID	28
14-0241	VIEW SONIC MONITOR	PW8062060482	28
14-0227	HP COMPUTER MONITOR	3CQ8214D16	28
14-0228	VIEW SONIC MONITOR	PW8062060485	28
14-0231	HP COMPUTER MONITOR	3CQ8214D32	28
14-0232	HP COMPUTER MONITOR	3CQ8231NFX	28
14-0262	BROTHER FAX MACHINE	U60283K6J553511	28
14-0248	EPSON SCANNER	DUQX060841	28
14-0257	HP COMPUTER MONITOR	CN246YF071	28
14-0226	HP COMPUTER MONITOR	3CQ8282GCL	28
14-0276	HP COMPUTER MONITOR	CN07H1R0J2	28
14-0259	HP COMPUTER MONITOR	CN0961M1TF	28
40305	COMPAQ COMPUTER MONITOR	W250KN8ZB751	28
14-0266	EPSON STYLUS PRINTER	GS6Y261390	28
40417	HP 4600DN PRINTER	JPBK820543	28
14-0261	HP COMPUTER MONITOR	CN332VH815	28

Asset No	Asset Description	Serial No	Pallet #
14-0277	3 PATCH PANELS	N/A	28
45280	HP XW 4300 TOWER	2UA6012XI	28
14-0268	ANDREW NETWORK DEVICE	11293021	28
40282	COMPAQ COMPUTER TOWER	W250KN8ZB728	28
40254	COMPAQ COMPUTER TOWER	W250KN8ZB700	28
14-0271	EPSON STYLES PRINTER	FX9K406670	28
24023	MULTITECH NETWORK DEVICE	202421	28
14-0222	TELEVISION	V42212299	28
14-0278	30 COMPUTER DISKETTES	N/A	28
14-0263	BLACK SERVER CASE	N/A	28
14-0270	NETGEAR SAR	F576B2A015301	28
14-0272	EPSON PERFECTION 1670 SCANNER	E7EV034377	28
14-0269	EPSON R320 STYLUS PRINTER	GCSK275039	28
14-0217	VIEWSONIC VG930M MONITOR	QC2064703184	28
14-0267	EPSON STYLUS C82 PRINTER	ELEVE109535	28
14-0254	ESPSON STYLUS C80 PRINTER	D33E538728	28
14-0219	NEC ACCUSYSNC 70	2X00056TA	28
40411	HP LASERJET 4100N	JPLGF08537	28
40388	HP LASERJET 4100N	JPLGC22026	28
14-0274	FELLOWS POWERSHRED PS 30	030981206E10000002432	28
40416	HP LASERJET 4600DN	JPBKD24780	28
14-0280	2 Shelf Cabinet	N/A	28
33726	Pool Table	N/A	28
25881	GREEN OFFICE CHAIR	N/A	28
14-0167	OFFICE CHAIR	N/A	28
13-0877	PLASTIC GUEST CHAIR	N/A	28
13-0878	PLASTIC GUEST CHAIR	N/A	28
14-0175	OFFICE CHAIR	N/A	28
18840	STOOL	N/A	28
14-0063	LEATHER OFFICE CHAIR	N/A	28
14-0062	RED OFFICE CHAIR	N/A	28
14-0170	OFFICE CHAIR	N/A	28
14-0061	AQUA CHAIR	N/A	28
NT-0106	TEAL OFFICE CHAIR	N/A	28
UC-3838	LEATHER CHAIR	N/A	28
14-0169	RUST OFFICE CHAIR	N/A	28
14-0172	RUST OFFICE CHAIR	N/A	28

Asset No	Asset Description	Serial No	Pallet #
14-0173	RUST OFFICE CHAIR	N/A	28
14-0174	RUST OFFICE CHAIR	N/A	28
13-0641	BLACK GUEST CHAIR	N/A	28
14-0297	BLUE OFFICE CHAIR	N/A	28
14-0296	BLUE OFFICE CHAIR	N/A	28
NT-0107	BROKEN OFFICE CHAIR	N/A	28
140298	BLUE OFFICE CHAIR	N/A	28
13-0500	GLACK GUEST CHAIRS	N/A	28
13-0273	DELL KEYBOARD	69Q-0A2D	28
13-0270	9 PORTABLE RADIO CHARGER	N/A	28
13-0270	PORTABLE RADIO MIC	N/A	28
13-0271	BLACK DUTY BELT	N/A	28
13-0274	MOBILE VISION	94076	28
NT-0109	RED OFFICE CHAIR	N/A	29
NT-0108	BLACK LEATHER CHAIR	N/A	29
NT-0111	BLACK LEATHER CHAIR	N/A	29
13-0362	OFFICE CHAIR	N/A	29
NT-0110	BLUE OFFICE CHAIR	N/A	29
NT-0112	BLACK LEATHER CHAIR	N/A	29
13-0713	TEAL CHAIR	N/A	29
NT-0114	BLACK CHAIR	N/A	29
NT-0113	BLACK LEATHER CHAIR	N/A	29
24429	GUEST CHAIR	N/A	29
NT-0115	OFFICE CHAIR	N/A	29
14-0295	BLUE OFFICE CHAIR	N/A	29
NT-0116	BLACK LEATHER CHAIR	N/A	29
24418	CHAIR	N/A	29
13-0369	BOX OF SUPPLIES	N/A	29
13-0378	BOX OF BOOKS	N/A	29
13-0336	SUPPLIES	N/A	29
13-0334	LABELS	N/A	29
13-0335	LABELS	N/A	29
13-0388	MAGNIFYING GLASS	N/A	29
13-0334	LABELS	N/A	29
13-0361	HEADPHONES	N/A	29

Asset No	Asset Description	Serial No	Pallet #
13-0360	MULTI-MEDIA SPEAKERS	N/A	29
13-0366	PENCIL SHARPENER	1950X	29
13-0368	HP ADAPTER	4015342431R09	29
13-0377	BOX OF SUPPLIES	N/A	29
13-0367	ROLODEX	N/A	29
13-0916	FAN	N/A	29
13-0917	FAN	N/A	29
13-0363	MICROWAVE	13298	29
13-0290	COMPUTER STAND	N/A	29
13-0737	LIGHTS	N/A	29
13-0759	Two Light Assembly	N/A	29
13-0913	Husqvarna Blower	90519027	29
13-0734	2-Rolls of Tarp Assembly	N/A	29
ME001312	BLACK CHAIR	N/A	29
13-0720	20' Ton Hydraulic Jack	N/A	29
13-0733	WEED SPRAYER	N/A	29
13-0735	Internal Sub-Assembly	N/A	29
13-0899	SNAPPER LAWNMOWER	Not Readable	29
37948	Pole Saw	5170	29
13-0901	BROKEN CHAIR	N/A	29
40139	Poulan Chainsaw Pro 295	1L228L406	29
13-0721	8 Inch Dayton Grinder	1Z707-N	29
13-0909	Ryobi Blower	E212T32000015	29
AA001839	SNAPPER LAWN MOWER	2000874440	29
13-0727	Nesco Jack stand	N/A	29
13-0728	Shop Creepers	N/A	29
54041	ECHO PPT-265S PRUNNER	E09412003452	29
51543	ECHO PPT-265S PRUNNER	Missing Serial	29
13-0912	Blower	80330681	29
AA001837	SNAPPER LAWN MOWER	2000874438	29
AA001951	SNAPPER LAWN MOWER	1G229K36033	29
AA001840	SNAPPER LAWN MOWER	2000874441	29
NT-0017	Pressure Gauge	N/A	29
13-0724	ECHO PPF-210 PRUNNER	9005020	29
13-0723	Makita Grinder	N/A	29
55546	Tool Box	N/A	29
13-0725	Retractable Air Hose	N/A	29

Asset No	Asset Description	Serial No	Pallet #
49594	Ranch Hand Brush Guard	N/A	29
55267	Ranch Hand Brush Guard	N/A	29
13-0757	Tool Box	N/A	29
13-0844	Foot Stool	N/A	29
24391	Apollo Projector	120641	29
ME003007	Chair	N/A	29
C-0112-13-F	1999 VW Beetle White	3VWCC21C7XM402854	
C-3042-12-I	1994 Jeep Cherokee	1J4FT68S3RL189484	
C-2459-13-F	2000 Ford Expedition Gold	1FMRU15L8YLA89519	
C-2613-13-C	1997 Ford F-250	1FTHX25G2VEB91219	
C-3286-12-I	2001 Great Dane Trailer	1GRAA06281B060811	
25649	1993 GMC Water Truck	4V2JCBBE5PR819380	
CR-619-13-2	Toyota Forklift	476FGCU25	
CR-619-13-2	2001 FireBird	2G2FS22K312109068	
C-3068-13-G	2007 GMC Truck	1GTEC14J07Z540086	
C-4446-13-C	1997 Peterbilt	1NPCD89X8VN432111	
C-7280-13-H	2000 Ford Focus	1FAFP33P5VW125381	
15442	1983 Hyster 9-Wheel Pneumatic	A91C34340	
34403	JCB Backhoe	SLP214TCYE0487386	
42937	Ford Expedition	1FMPU15565LA50495	
C-0632-14-C	2003 Chevrolet Silverado	1GCHC24U23E134129	

AI-45684 **Purchasing Department 17. A. 2.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting ratification of renewal of independent audit services with Burton McCumber & Cortez, LLP for fiscal year 2013 (as option provided under current agreement) and approve the 2014 fiscal year audit (as also permitted under current agreement) under the same rates, terms, and conditions identified with contract #C-11-160-02-14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-13-125-005-0-335

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

BUDGETARY IMPACT:

Req. 00257740

Attachments

Current agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/24/2014 05:22 PM
Budget & Management	Debbie Tamez	07/25/2014 09:13 AM
Glinda Pacheco	Glinda Pacheco	07/25/2014 02:44 PM
Auditor's Office	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Rocio Villarreal Started On: 07/24/2014 03:06 PM

Final Approval Date: 07/25/2014

BMC

Burton McCumber & Cortez, L.L.P.
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Brownsville
McAllen
Matamoros
Reynosa

C-11-160-02-14

January 30, 2012

County of Hidalgo, Texas
The Honorable Judge Ramon Garcia
and Commissioners
2812 S. Business Hwy 281
Edinburg, Texas 78542

We are pleased to confirm our understanding of the services we are to provide to the County of Hidalgo, Texas (County) for the years ended December 31, 2011 and 2012 and at the County's option for the years ended December 31, 2013 and 2014 as set forth in the County's RFQ No. 2011-160-12-28-SMA.

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of the County as of and for the years ended December 31, 2011 and 2012 and at the County's option for the years ended December 31, 2013 and 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole and included as part of the County's Comprehensive Annual Financial Report:

1) Schedule of Expenditure of Federal and State Awards
2) Combining and Individual Nonmajor Fund Financial Statements and Schedules
3) Related Agency Financial Statements
4) Budgetary Comparison Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

1) Introductory Section
2) Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others.

In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review no later than March 8. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention.We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash and other confirmations we request, will locate and organize invoices and information selected by us for testing. Also, you will assist in the copy of any pertinent information necessary for our files and will assist in the preparation of select audit schedules as required. To the extent that any of the information necessary for us to complete our audit is not submitted to us timely, you understand that such delays could cause delays in the overall completion of the audit.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Burton, McCumber & Cortez, and LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the County's cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Burton, McCumber & Cortez, and LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the County's cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Ricky Longoria is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our estimates of the fees to complete the audit for each of the years for which are engaged are set forth below.

	2011	2012
County of Hidalgo	$144,000	$144,000
Head Start Program	$34,000	$34,000
Community Service	$18,000	$18,000
Urban County Program	$25,000	$25,000

Should the County exercise its option to extend our services for the years 2013 and 2014, we would propose that the fees for those years be the same as those listed above.

Our estimated fees for the years described above assume that there will be no significant changes to the operation of the County, Agencies or Departments, professional standards pertaining to accounting or auditing matters or unforeseeable events. If significant changes are noted, we will meet with management and discuss these changes and we will derive a new fee estimate for your consideration and approval.

Our invoices for these fees will be rendered each month as work progresses and are payable within 30 days after receipt of the invoice by you. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate based on the hourly rates listed below.

Experience Level	Hourly Rate
Partner	$ 250
Manager	$ 165
Supervisor/In-Charge	$ 110
Staff	$ 75

Our audit engagement ends on delivery of our audit report for any one year. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. Accordingly, this engagement includes only those services specifically described in this letter. Costs and time spent on legal matters or proceedings arising from our engagement, such as subpoenas, testimony or consultation involving private litigation, arbitration or government regulatory inquiries at your request or by subpoena, will be billed separately.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of our peer review was included in our response to the County's Request for Qualifications pertaining to this engagement. In addition, a copy of our peer review can be read on-line at www.aicpa.org.

We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BURTON MCCUMBER & CORTEZ, LLP

Ricky Longoria - CPA, CFE
Partner

* * *

The foregoing letter fully described our understanding and is accepted by us.

Witness our hands in duplicate originals this _____ day of _____, 2012.

County of Hidalgo, Texas

_____
Date

By Ramon Garcia
Ramon Garcia, County Judge

ATTEST: Arturo Guajardo Jr.
_____, County Clerk

Approved by Commissioners' Court
on 2/14/12 RO

Approved as to Form:
Atty's Office
By: _____
_____

AI-45652 **Purchasing Department 17. B. 1.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: V. Guerra, Exec. Ofcr./HCCC **Submitted By:** Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion and applicable action of the following items for Hidalgo County Commissioners Court in connection with Delinquent Tax Collection Services:

A. Exercise HC's option to issue and send the thirty (30) days Notice of Non-renewal (pursuant to current agreement-Section 6) for the current contract with Perdue, Brandon, Fielder, Collins & Mott LLP in Association with the Law Offices of John David Franz (hereinafter called the "Law Firm") for the Collection of Delinquent Taxes for Hidalgo County (thus expiring on 12-31-14); or, if opted by HCCC;

B. Authority to publish a Request for Proposals w/Qualifications to: Engage a Law Firm to provide Delinquent Tax Collection Services for Hidalgo County effective 01-01-15 with procurement packet to be brought to HCCC for approval at the next HCCC meeting of 08-12-14; or, in the alternative and opted by HCCC,

C. Requesting exemption from competitive bidding requirements, under Texas Local Government Code, Chapter 262, Section .024(a)(4): a professional service;

D. Engage the firm of _____ for the Collection of Delinquent Taxes for Hidalgo County with an initial term of _____ year(s) and/or _____ year(s) options to extend/renew (and to include a rate/fee of _____% with all other terms and conditions applicable with final review and approval as to form by legal counsel) with an effective date of 01-01-15.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact is borne by tax payer.

Attachments

Perdue Current contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/24/2014 04:11 PM
Budget & Management	Monica Badillo	07/24/2014 05:09 PM
Martha Salazar	Marty Salazar	07/24/2014 05:32 PM
Auditor's Office	Monica Badillo	07/25/2014 03:34 PM

Purchasing Department Marty Salazar 07/25/2014 04:01 PM

Form Started By: Darlene Betancourt Started On: 07/23/2014 11:58 AM

Final Approval Date: 07/25/2014

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

THIS CONTRACT is made and entered into by and between **HIDALGO COUNTY,** a political subdivision of the State of Texas, acting by and through its Commissioner's Court (hereinafter called "Taxing Authority"), and **PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P. IN ASSOCIATION WITH THE LAW OFFICES OF JOHN DAVID FRANZ** (hereinafter called the "Law Firm").

I.

Taxing Authority agrees to employ and does hereby employ the Law Firm to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest, owing to the Taxing Authority which the Taxing Authority's Tax Collector refers to the Law Firm, provided current years taxes becoming delinquent within the period of this contract shall become subject to its terms upon the following conditions:

A. Taxes that become delinquent during the term of this contract that are not delinquent for any prior year become subject to the terms of this contract on the 1st day of July, of the year in which they become delinquent; and

B. Taxes that become delinquent during the term of this contract on property that is delinquent for prior years and upon which the Law Firm initiates or has initiated legal activity shall become subject to its term on the first day of delinquency.

C. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the Law Firm for collection.

II.

The Law Firm is to call to the attention of the collector or other officials any errors, double assessments or other discrepancies coming under their observation during the progress of the work and is to intervene on behalf of the Taxing Authority in all suits for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

III.

The Law Firm agrees to make quarterly status reports to the Taxing Authority and to advise the Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

IV.

Taxing Authority agrees to pay the Law Firm as compensation for services required hereunder fifteen (15%) percent of the total amount of all delinquent taxes, penalty and interest which are subject to this contract and which are actually collected and paid to the Taxing Authority's Collector of Taxes. Other taxes, including current taxes, which are turned over to the Law Firm by the Taxing Authority's Tax

Assessor-Collector because of the necessity of filing claims in Bankruptcy, with other federal authorities, or for other reasons, shall become subject to the terms of this contract at the time they are turned over to the Law Firm and the Law Firm is entitled to fifteen (15%) of any amounts of delinquent taxes, penalties, and interest actually received by the Taxing Authority.

V.

Taxing Authority agrees to furnish to the Law Firm all data and information as to the name, and address of the taxpayer, the legal description of the property, years and amount of taxes due. Taxing Authority further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll as necessary.

VI.

This contract is drawn to cover a period beginning the 1st day of January, 2012, and ending the 31st day of December, 2014, provided that the Law Firm shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this agreement is terminated. At the end of the original term, the Taxing Authority shall have the option to renew for an additional one (1) year term under the same fees, terms and conditions. Absent notice of non-renewal or notice that the contract has been extended, the contract will automatically renew on a month-to-month basis absent a 30-day written notice from one party to the other of the termination of the contract.

VII.

As part of the delinquent tax collection contract, the Law Firm agrees to produce and mail, at no cost to the Taxing Authority, notices pursuant to Section 33.08 of the Texas Property Tax Code to all delinqent property ownes of the Taxing Authority and all delinquent taxpayers that the Taxing Authority is designed as the collector by law, and for all entities that have an agreement with the Taxing Authority pursuant to Section 6.30(b) of the Texas Property Tax Code.

VIII.

LAW FIRM SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS TAXING AUTHORITY AND ALL ENTITES FOR WHICH SERVICES ARE PERFORMED UNDER THIS CONTRACT (THE "INDEMNIFIED PARTIES"), THEIR ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND REASONABLE EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE AND/OR PROVIDE A DEFENSE OF ANY ACTION AGAINST INDEMNIFIED PARITES ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PERFORMANCE OF LAW FIRM'S SERVICES UNDER THIS CONTRACT. LAW FIRM RESERVES THE RIGHT TO LITIGATE AND/OR SETTLE ANY AND ALL CLAIMS ARISING OUT OF, RESULTING FROM OR CONNECTED WITH THE PERFORMANCE OF LAW FIRM SERVICES UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY THE LAW FIRM, ITS AGENTS OR EMPLOYESS.

IX.

If at any time during the initial term of this Agreement or any extension thereof, the Taxing Authority determines that the Law Firm's performance under this Agreement is unsatisfactory, the Taxing Authority shall notify the Law Firm in writing of the Client's determination. The notice from the Taxing Authority shall specify the particular deficiencies that the Client has observed in the Law Firm's performance. The Law Firm shall have sixty (60) days from the date of the notice to cure any such

deficiencies. If at the conclusion of the sixty (60) days remedial period, the Taxing Authority remains unsatisfied with the Law Firm's performance, the Taxing Authority may terminate this Agreement effective upon the expiration of thirty (30) days following the date of written notice to the Law Firm of such termination.

X.

Law Firm agrees to maintain a business office in Hidalgo County, Texas during the pendency of this contract. Law Firm further agrees to provide legal advice to the Hidalgo County Tax Office in the event legal advice is required by the Hidalgo County Tax Office. Any request for legal advice shall be made in writing to Law Firm and said request shall bear the signature of the Hidalgo County Tax Assessor-Collector.

In consideration of the terms and compensation here stated, the Law Firm hereby accepts said employment and undertakes the performance of this Contract as above written.

This Contract is executed on behalf of the Taxing Authority by the presiding officer of the governing body who is authorized to execute this instrument by Order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the 26th day of October, 2011, Edinburg, Hidalgo County, Texas.

PERDUE, BRANDON, FIELDER COLLINS & MOTT, L.L.P. IN ASSOCIATION WITH THE LAW OFFICES OF JOHN DAVID FRANZ

BY: _____
CO-MANAGING ATTORNEY

HIDALGO COUNTY

BY: _____
RAMON GARCIA, COUNTY JUDGE

ATTEST: _____
ARTURO GUAJARDO, JR., COUNTY CLERK

APPROVED BY
COMMISSIONERS' COURT
ON: 10/18/11 mc

AI-29147 **6. D.**

CC REGULAR

Meeting Date: 10/18/2011

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under Texas Local Government Code Section 262.024 (a) (4), a professional service in connection with the provision of services related to delinquent tax collection;

2. Approval to engage the Law Firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. in Association with the Law Offices of John David Franz for the provision of the collection of delinquent taxes for a term of four (4) years with all the terms, rates & conditions remaining the same as per current agreement with an option to renew for one (1) additional year

BACKGROUND

Attachments

BACKUP

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/14/2011 02:43 PM
Olga Garza	Olga Garza	10/14/2011 03:56 PM
Purchasing Department	Monica Badillo	10/14/2011 05:15 PM

Form Started By: Monica Badillo Started On: 10/14/2011 01:41 PM

Final Approval Date: 10/14/2011

SPECIAL MEETING – OCTOBER 18, 2011

BE IT REMEMBERED, that on this 18TH day of October A.D., 2011, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	HIDALGO COUNTY JUDGE
HONORABLE JOEL QUINTANILLA	COMMISSIONER, PRECINCT NO. 1
HONORABLE HECTOR (TITO) PALACIOS	COMMISSIONER, PRECINCT NO. 2
HONORABLE JOE M. FLORES	COMMISSIONER, PRECINCT NO. 3
HONORABLE JOSEPH PALACIOS	COMMISSIONER, PRECINCT NO. 4

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

C. AI-29154 Presentation on John Austin Pena Primary Care & Substance Abuse Treatment Facility Grand Opening

Presentation made.

NO ACTION taken on this item.

D. AI-29147 1. Requesting exemption from competitive bidding requirements under Texas Local Government Code Section 262.024 (a) (4), a professional service in connection with the provision of services related to delinquent tax collection;

Commissioner Hector Palacios stepped away.

On motion of Commissioner Flores, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval of the exemption.

Commissioner Hector Palacios joined the meeting.

2. Approval to engage the Law Firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. in Association with the Law Offices of John David Franz for the provision of the collection of delinquent taxes for a term of four (4) years with all the terms, rates & conditions remaining the same as per current agreement with an option to renew for one (1) additional year

DVD Tracking # 0:21:37

On motion of Commissioner Flores, seconded by Commissioner Quintanilla, the Court made a vote to approve for 3 years, with option to renew 1 additional year. Votes were as follow:

AYE: Commissioner Flores, Quintanilla and Joseph Palacios

NAY: Judge Garcia and Commissioner Hector Palacios

E. AI-29045 Health & Human Services:

Requesting authorization for employee to travel out of state to attend a grant management training on November 16th-18th in Orlando, Florida. (The training is sponsored by the University of Texas - Pan American and the Center for Hispanic Resources in Rehabilitation.)

On motion of Commissioner Joseph Palacios, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

F. AI-29060 Approval of 2012 Proposed Holidays

On motion of Commissioner Flores, seconded by Commissioner Quintanilla, the Court made a UNANIMOUS vote of approval.

Commissioner Flores stepped away.

G. AI-29097 Approval of rate adjustment to letter of engagement regarding legal fees with Thorton Law Firm regarding C-1491-06-E (ex. attorney fees from $145.00 to $190.00 per hour, etc.)

On motion of Commissioner Quintanilla, seconded by Commissioner Joseph Palacios, the Court made a UNANIMOUS vote of approval.

AI-45580 **Purchasing Department 17. C. 1.**

CC - REGULAR

Meeting Date: 07/29/2014

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 engineering 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 engineering services for Pct No.1 "ON CALL SERVICES".

Total Scores	Le Fevere Engineering	Javier Hinojosa	Perez Consulting
Scores	85	74	80
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for engineering services for Pct No.1 "ON CALL SERVICES".

BACKGROUND

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	07/18/2014 09:14 AM
Budget & Management	Debbie Tamez	07/18/2014 09:46 AM
Auditor's Office	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Nielda Cavazos Started On: 07/18/2014 08:55 AM

Final Approval Date: 07/25/2014

HIDALGO COUNTY PRECINCT NO 1

FOR

Engineering Services

(On Needed Basis)

Scoring & Evaluation GRID

Engineering Services

Total Scores	Le Fevere Engineering	Javier Hinojosa Engineering	Perez Consulting
Evaluator 1	85	74	80
RANKING			

*Scoring & Evaluation was completed by Pct No 1 *

AI-45710 **Purchasing Department** **17. D. 1.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Comm. Tito Palacios-HC-Pct.2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 9 (with an estimated cost of $3,060.15) as submitted by Raba Kistner, Inc., Contract# C-13-351-01-21, for Construction Material Testing services for the Pct 2 Owassa Rd (1524 ft W of "I" Rd to "I" Rd) Paving Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-102-0-731

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

BUDGETARY IMPACT:

Funding available as of 7/28/14.

Attachments

Work Auth #9

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Erika Zamora Started On: 07/25/2014

Final Approval Date: 07/25/2014

Proposal No. PMD14-099-00 **EXHIBIT "D"**
July 25, 2014

RABA KISTNER CONSULTANTS

Raba Kistner Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
300 West Hall Acres, Suite G
Pharr, Texas 78577

RE: Construction Materials Observation and Testing Services
Hidalgo County Pct. No. 2 Moonlight Avenue Paving Improvements
Alamo, Hidalgo County, Texas

Dear Commissioner Palacios:

In accordance with the Professional Services Agreement C-13-351-01-21 with the County of Hidalgo, executed on January 21, 2014, **Raba Kistner Consultants, Inc. (RKCI)** is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **$3,060.15.**

Our proposed scope of services and estimated item quantities are based upon the information received via electronic-mail transmittal from Ms. Eliza Yzaguirre, Engineering Tech with Hidalgo County, on Monday, July 21, 2014, and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

For Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges
I- Standard Terms and Conditions
II- Schedules of Fees

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) ..... 1.00 /hour(s)

   Vehicle Trip Charge ..... $ 45.00/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. No. 2 Moonlight Avenue Paving Improvements
Alamo, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$214.75	each	2	$429.50
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$78.25	each	2	$156.50
3. Sieve Analysis -200	$53.00	each	1	$53.00
4. Sieve Analysis - Flexible Base Material	$53.00	each	1	$53.00
5. Technician Time Sampling	$46.00	hour	4	$184.00
6. Field Density Test - Roadway (Assume 1 Density / 200 ln.ft. of Roadway)	$19.75	each	10	$197.50
7. Technician Time - Density Testing - Roadway	$46.00	hour	4	$184.00
8. Vehicle Travel Charge	$45.00	trip	4	$180.00
Subtotal				**$1,437.50**
Asphalt:				
1. Asphaltic Concrete Laydown Observation	$55.00	hour	6	$330.00
2. Field Density Test - Roadway	$19.75	each	4	$79.00
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$265.00	each	1	$265.00
4. Maximum Theoretical Specific Gravity of Asphalt	$97.00	each	1	$97.00
5. Asphaltic Concrete Coring: **(6 Cores)**				
a.) Two Men	$94.50	hour	3	$283.50
b.) Coring Rig	$105.75	day	1	$105.75
c.) Generator	$89.25	day	1	$89.25
d.) Bit Wear - Quartz Aggregate (River Gravel)	$4.95	in.-in.	1	$4.95
6. Vehicle Travel Charge	$45.00	trip	2	$90.00
Subtotal				**$1,344.45**
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$278.20
Subtotal				**$278.20**
			GRAND TOTAL	**$3,060.15**

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____
Phone No.: _____ Fax No.: _____

HIDALGO COUNTY

Professional Construction Material Testing laboratory Services
Agreement # C-13-351-01-21.
Work Authorization Form

WORK AUTHORIZATION NO. 9

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 **Commissioners' Court**, hereinafter called the **"Owner,"** and, RABA KISTNER Consultants, Inc. Professional Laboratories of McAllen, Texas, hereinafter called **"Laboratory".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for the Precinct No. 2 Moonlight Avenue Paving Improvements – Alamo, Hidalgo County, Texas.

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 the services under this Work Authorization is $3,060.15. This amount is based upon the costs outlined in the Estimated Cost Proposal 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 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 9 shall be funded through funding source:

Account No.

Requisition Number 260908 (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**.

WA 9

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No 9.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2

BY: _____

PART 8 ACCEPTANCES AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

THE LABORATORY:
RABA KISTNER Consultants, Inc.

_____
BY: Dennis C. Charkow
FOR

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

AI-45675 **Purchasing Department 17. D. 2.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Comm. Tito Palacios, HC-Pct. 2 Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of the following invoices listed for previously approved purchase orders for operating expenditures exceeding $7,500:

Invoice No.	Vendor	Amount
B403546-IN	Arguindegui Oil CO II LTD	$ 8,056.49

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-432-00-122-001-0-626

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

BUDGETARY IMPACT:

Funds available as of 7/25/2014.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	07/25/2014 04:55 PM
Purchasing Department	Marty Salazar	07/25/2014 05:06 PM
Budget & Management	Debbie Tamez	07/25/2014 05:07 PM
Obdett Calzada	Obdett Calzada	07/25/2014 05:18 PM
Auditor's Office	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Erika Zamora Started On: 07/24/2014

Final Approval Date: 07/25/2014

ARGUINDEGUI OIL CO. II, LTD.

QUALITY FUELS, LUBRICANTS, CHEMICALS & FILTERS

http://www.argpetro.com

PHONE: (800) 722-5251 FAX: (956) 727-7636

FOR REMITTANCE: P.O. BOX 1367 - LAREDO, TEXAS 78042

Invoice Number: B403546-IN
Invoice Date: 7/1/2014
Ship Date: 7/1/2014
Customer Number: 22-0001484
Order Number: V24022

SOLD TO:	SHIP TO:
HIDALGO CO PCT.# 2 (ALL CO'S) PRECINCT 2 (ALL DEPTS) 300 W. HALL ACRES STE.G Pharr, TX 78577 956-787-1891	HIDALGO CO PCT.# 2 (ALL CO'S) PRECINCT 2 (ALL DEPTS) 300 W. HALL ACRES STE.G PACHECO Pharr, TX 78577 956-787-1891

CUSTOMER P.O.	INV. DUE DATE	DEL. TICKET	TERMS
686041	7/31/2014	232605	NET 30 DAYS

WHSE:	ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
953	B5D	GAL	500.00	475.00	0.00	3.1100	1,477.25
Ultra Low Dyed Diesel Dyed Diesel Fuel ,3,UN1993,PGIII #2 ULSD, 15ppm Sulfur Max Non-road or tax exempt use only. Contains 5% Biodiesel. For use in 2007 and later Offroad vehicles or engines.							
953	B5	GAL	1,400.00	1,400.00	0.00	3.1343	4,388.02
DIESEL FUEL , 3, UN1202 PGIII #2DMV15, #2ULSD, 15ppm Sulfur Max. For use in all Diesel vehicles and engines. Not TXLED Compliant. Contains 5% Biodiesel.This product may not be used as fuel for diesel engines in any Texas County requiring the use of low emission diesel							
953	UNLE10	GAL	600.00	600.00	0.00	2.9972	1,798.32
Unleaded Regular Gasoline,3, UN 1203,PGII, OCTANE 87 CON11.5 RVP 10%ET							

FUEL TAX RECAP

FEDERAL LUST FEE	0.00100	2.48
FEDERAL OIL SPILL FEE	0.00181	3.39
STATE DIESEL FUEL TAX	0.19000	266.00
STATE BIOBLEND GAS TAX	0.20000	120.00
FEDERAL E10 OIL SPILL FEE	0.00171	1.03

HIDALGO COUNTY
PRECINCT NO. 2
2014 JUL 9 PM 12 50

PO # 711939
4-1100-432-00-122-001-0-626
Req # 260275
B5D: $1,478.59

INVOICE RECEIVED BY: _____ ON 7/9/14
GOODS/SERVICES RECEIVED BY Mandy Ramos ON 7/11/14

RECEIVED BY: _____
SIGNATURE

RECEIVED BY: _____ DATE: _____
PRINT NAME

Net Invoice:	8,056.49
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	8,056.49

ALL INVOICES WHICH ARE PAST DUE WILL BE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH (18% APR) OR THE MAXIMUM RATE ALLOWABLE BY LAW. FINANCE CHARGES WILL BE APPLIED TO ALL PAST DUE BALANCES ACCORDING TO YOUR BILLING TERMS.

AI-45712 **Purchasing Department 17. D. 3.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Comm. Tito Palacios, Pct. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of the following requisitions listed for operating expenditures exceeding $7,500:

Program	Requisition No.	Vendor	Amount	Item
Pct 2 Moonlight Ave Project	260913	Frontera Materials, Inc.	$32,132.00	Asphalt for Paving Project
Pct 2 Owassa Rd Project	260912	Frontera Materials, Inc.	$32,248.00	Asphalt for Paving Project.

BACKGROUND

Attachments

260913

req

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Erika Zamora Started On: 07/25/2014

Final Approval Date: 07/25/2014

Requisition

Req # 00260913

PO #

Date: 07/25/14

Bill To: x
x

Vendor : 125717
FRONTERA MATERIALS, INC
P.O. BOX 1449
ELSA TX 78543-1449
FAX (956)968-0609

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact:

Contract No: **E-14-089A-03-11**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		MOONLIGHT AVE(CESAR CHAVEZ RD EAST TO END OF STREET)PAVING IMPROVEMENT PROJECT		
554.00	TON	TYPE D HOT MIX ASPHALT - LIMESTONE	58.00	32,132.00
		Account No	Encumbrance	
		4-1200-431-00-122-102-0-731	32,132.00	
			Freight	.00
			Total	32,132.00
		BLANKET PO - MATERIAL FOR ROAD PROJECT		

Authorized By: _____

Requisition

Req # 00260912

PO #

Date: 07/25/14

Bill To: x
x

Vendor : 125717
FRONTERA MATERIALS, INC
P.O. BOX 1449
ELSA TX 78543-1449
FAX (956)968-0609

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: **ANGELA GARCIA**
956-787-1891

Contract No: **E-14-089A-03-11**

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		OWASSA RD (*1524FT WEST OF "I" RD TO "I" RD) PAVING IMPROVEMENT PROJECT		
556.00	TON	TYPE D HOT MIX ASPHALT - LIMESTONE	58.00	32,248.00
		Account No	Encumbrance	
			Freight	.00
			Total	32,248.00
		BLANKET PO - MATERIAL FOR ROAD PROJECT		

Authorized By: _____

AI-45513 **Purchasing Department 17. E. 1.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Comm. J. Palacios, HC-Pct. 4 Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval of an "order" granting an exemption from competitive bidding requirements under Texas Local Gov't. Code, Chapter 262, Section .024 (a)(7) "an item that can only be obtained from only one source.";

B. Approval of a "Sole Source Declaration" for AEP Texas Central Company (on an as needed basis) for the provision of installation and removal of primary poles, lights, equipment, transformer upgrades and other related services through execution of a "Contribution-In-Aid-of-Construction Agreement" with AEP Texas Central Company commencing with Precinct #4 for the site detailed/described in document attached (and issuance of Purchase Order-if necessary & applicable) including authority for County Treasurer to issue check after review and processing procedures are completed by County Auditor;

C. Approval for Hidalgo County Departments, Programs and/or Agencies to purchase future related services offered only from AEP Texas Central Company and as sole sourced herein and execution of the Contribution-In-Aid-of-Construction Agreements on an as needed basis.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 41100452001241490843

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

BUDGETARY IMPACT:

Attachments

agreement

Sole Source Delcaration

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Lisa Vela Started On: 07/14/2014 02:41 PM

Final Approval Date: 07/25/2014

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

JOSE OCHOA
Mailing: 2812 S BUSINESS 281
Edinburg, TX 78539
Vice: HOLMES AVE
SAN CARLOS, TX

Contract #: DWMS000000230316 Work Request #: 51976702

Date: 2/19/2014

You, JOSE OCHOA (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:INSTALL OVERHEAD 3-PHASE PRIMARY WITH THREE 277/480 VOLT OVERHEAD TRANSFORMER TO SERVE NEW LIFT STATION ON NORTH HOLMES RD IN SAN CARLOS,TX

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 19,564.17. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to INSTALL OVERHEAD 3-PHASE PRIMARY WITH THREE 277/480 VOLT OVERHEAD TRANSFORMER TO SERVE NEW LIFT STATION ON NORTH HOLMES RD IN SAN CARLOS,TX , and the Customer agrees to provide PAY CIAC $19,564.17 BEFORE CONSTRUCTION BEGINS and to be ready to take electric service on or before 02/19/2014.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 5/20/2014 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer		Company	
By	_____	By	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

PLEASE >> Please remit To:

DETACH >> AEP-Texas Central Co.
Sandra Casas
IB >> 355 W Highway 77
San Benito TX 78586

AND >>

Bill To:

RETURN >> JOSE OCHOA
2812 S BUSINESS 281

WITH >> Edinburg, TX 78539

PAYMENT >>

Company No: 211
Contract No: DWMS00000230318
Customer No: 11109771
Date: 2/19/2014
Amount Due: 19,564.17

Amount Remitted: _____

Contract No: DWMS00000230318

Date: 2/19/2014

PRO FORMA

Customer No: 11109771
Purchase Order: 51978702

Description	Quantity	UOM	Init Amt	Net Amount
INSTALL OVERHEAD 3-PHASE PRIMARY WITH THREE 277/480 VOLT OVERHEAD TRANSFORMER TO SERVE NEW LIFT STATION ON NORTH HOLMES RD IN SAN CARLOS, TX.	1.0	EA	19,564.17	19,564.17

Amount Due: 19,564.17

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar
Hidalgo County Purchasing Agent

DATE: July 25, 2014

RE: "Sole Source Declaration"-Installation, removal, and upgrades of overhead facilities.

Hidalgo County requires Turnkey Solutions to install, remove primary poles, upgrades and other related services for overhead facilities throughout the County on as needed basis.

AEP is the sole provider of a Turnkey Solutions to supply equipment, as well as installation and removal of primary poles, upgrades and related services to overhead Facilities. This sole source declaration for AEP remains in effect for the provision of the turnkey solutions described and detail herein unless otherwise revoked be Hidalgo County Commissioners' Court.

Therefore Hidalgo County requires a Contribution-In-Aid Construction Agreement with AEP to provide said services.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AI-45624 **Purchasing Department 17. E. 2.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Comm. J. Palacios, HC-Pct. 4 **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Correction to AI-29577 (approved CC 11/22/11) to **replace sub-consultant**, Pursuant to Article 14 of the current agreement-**C-11-234-09-13 & WA#1** with **L&G Engineering,** reflecting the change from Leonel Garza, Jr. & Associates to acceptance and approval to engage the services of **Professional Appraisal Services, Inc.**

BACKGROUND

Letter from L&G Eng Svcs - replacing Sub-Consultant w/Sub letters

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1341-431-00-124-076-0-841

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

BUDGETARY IMPACT:

PO# 663995 available balance as of 7-24-14 $168,618.50

Attachments

Replacement Sub Notice by L&G Eng Svcs-Prof App Svcs

Contract# C-11-234-09-13-L&G Eng Pct 4(FM 1925 Proj)

WA#1-L&G Eng(FM1925) Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/23/2014 04:36 PM
Budget & Management	Debbie Tamez	07/24/2014 02:46 PM
Manuel Chapa	Manuel Chapa	07/25/2014 08:29 AM
Auditor's Office	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Letty Saenz Started On: 07/21/2014 02:14 PM

Final Approval Date: 07/25/2014

L&G Engineering
Transportation Consultants

June 26, 2014

The Honorable Joseph Palacios
Hidalgo County Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas 78541

RE: Subcontracting Notice for FM 1925 (from Kenyon Road to FM 907)
Contract No. 11-234-09-13

Dear Commissioner Palacios:

We would like to inform you of the ROW Appraiser Services subcontractor that we will be using on the FM 1925 Project (from Kenyon Road to FM 907) project. We had previously sent you a letter on November 7, 2011 (see letter attached), stating that we would be using Leonel Garza & Associates for the Appraisal Services; however, due to scheduling and other commitments we will be utilizing the services of Professional Appraisal Services, Inc.

Subcontractors:

ROW Appraisal Services:
Mr. John H. Malcolm, Jr.
Professional Appraisal Services, Inc.
PO Box 3722
McAllen, Texas 78502
956-687-9535

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

cc: Hidalgo County Auditor's Office

PROFESSIONAL APPRAISAL SERVICES, INC.

P.O. Box 3722
McAllen, Texas, 78502

Phone 956 687-9535
Fax: 956 687-9539

Exhibit 'D' Fee Schedule

June 17, 2014

Ms. Luana Gonzalez
L & G Engineering
900 South Stewart Road
Mission, Texas 78572

RE: ROW CSJ 1803-02-033/FM 1925/From Kenyon Road to FM 907

Dear Ms. Gonzalez:

I have prepared a proposal for the appraisal of 8 parcels located along FM 1925 between Kenyon Road and FM 907 in Hidalgo County, Texas.

The proposal is based on a per parcel cost of $2,000 or $16,000 for 8 appraisal reports. The parcels are identified as Parcel 1, Parcel 2, Parcel 3 part 1, Parcel 3 part 2, Parcel 4, Parcel 5, Parcel 6, and Parcel 7. A separate report will be prepared for each of the above parcels.

Preparation and testimony for Special Commissioners hearings will be billed at an hourly rate of $250.

Thank you for the opportunity to work on this project.

Sincerely,

John H. Malcom, Jr., President
Professional Appraisal Services, Inc.

PROFESSIONAL APPRAISAL SERVICES, INC.

P.O. Box 3722
McAllen, Texas, 78502

Phone 956 687-9535
Fax: 956 687-9539

Exhibit 'D' Fee Schedule

July 7, 2014

Ms. Luana Gonzalez
L & G Engineering
900 South Stewart Road
Mission, Texas 78572

RE: ROW CSJ 0921-02-033/FM 1925/FM 1925 and FM 907

Dear Ms. Gonzalez:

I have prepared a proposal for the appraisal of 1 parcels located along FM 1925 at FM 907 in Hidalgo County, Texas.

The proposal is based on a per parcel cost of $2,000 or $2,000 for 1 appraisal reports. The parcels are identified as Parcel 1 being 3.558 acres.

Preparation and testimony for Special Commissioners hearings will be billed at an hourly rate of $250.

Thank you for the opportunity to work on this project.

Sincerely,

John H. Malcom, Jr., President
Professional Appraisal Services, Inc.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-11-234-09-13

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer"**.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for the **"FM 1925 (from Kenyon Road to FM 907 (Old Alamo Road))"** project for **Hidalgo County Precinct No. 4** hereinafter referred to as the **"Project".**

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.

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 terminate upon completion of projects (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days

verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the

Owner and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment

of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached

hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 *Special Services*. Those services that may be required to 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:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 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 judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement.** Upon satisfactory completion of the **Work Authorization,** the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization,** unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached

hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs

incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These

changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project,** these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents.**

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner,** and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all

the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information

relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as

compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for

clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner

and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under

this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the

loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from,

or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County **1615 S. Closner, Suite J** **Edinburg, Texas 78539**	**L & G Consulting Engineers , Inc.** **2100 West Expwy 83** **Mercedes, Texas 78570**

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 _____, 2011.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 9/13/11

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

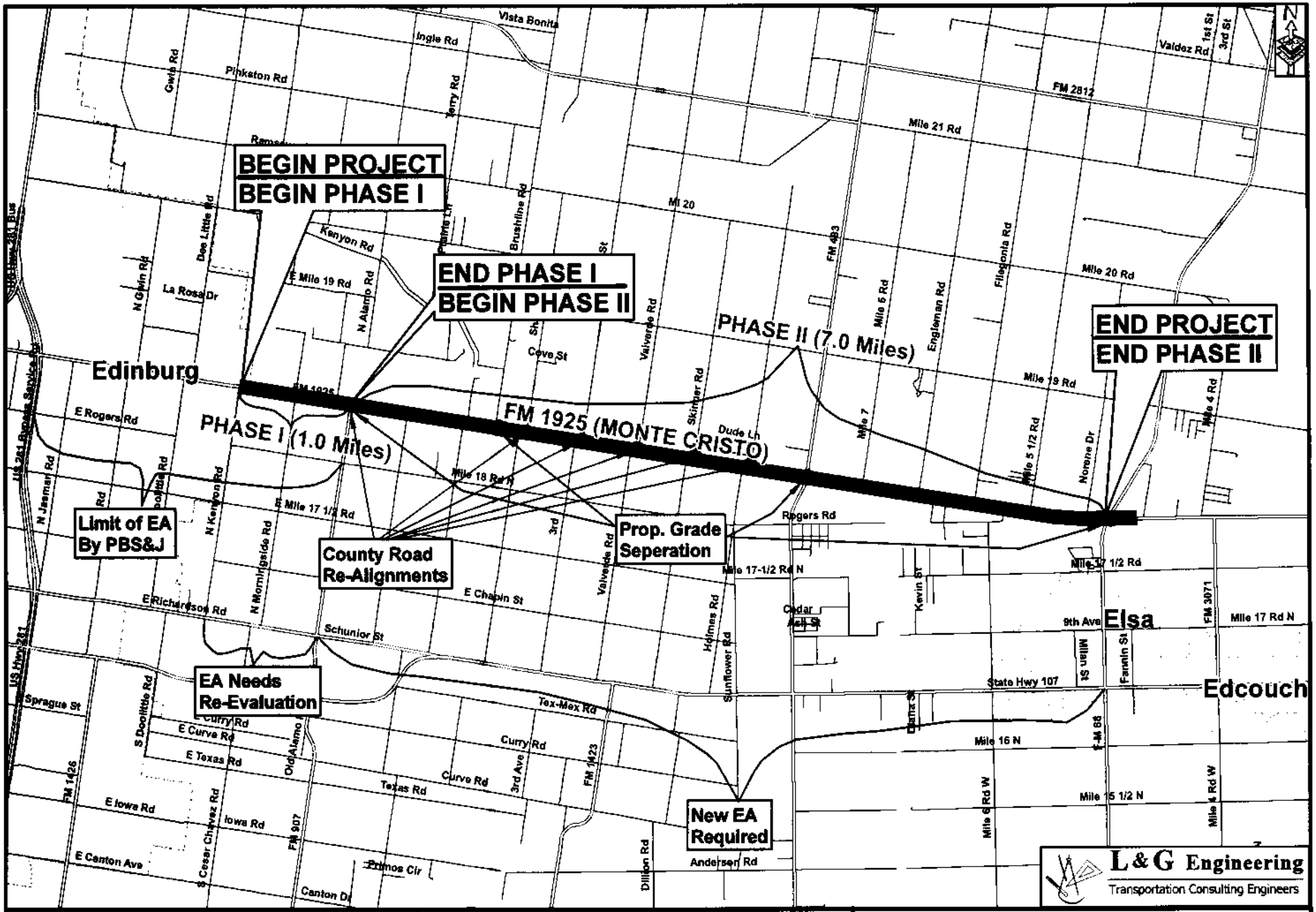
Approved on Commissioners' Court:

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT D1 - Fee Schedule
EXHIBIT E -Work Authorization Form
EXHIBIT F -Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*



FM 1925
LOCATION MAP

APPROX. PROJECT LENGTH 8.0 MILES

LEGEND

- FM 1925
- CITY LIMITS
- STATE ROADS
- STREETS
- HIDALGO COUNTY RMA
- FUTURE HIDALGO LOOP PROJECT

6,000 3,000 0 6,000
Feet

1 inch = 6,000 feet

G:\FM1925 1-18-07\FM1925 LOCATION 6-15-16.mxd

EXHIBIT "A"

Services to be provided by the Owner

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the Engineer" shall include the estimated general performance of all engineering services for the following described facility:

County: Hidalgo County

Control: 1803-02-028

Project/Description: Schematic Design, Right-of-Way Mapping, Acquisition Services and PS&E Design for the FM 1925 Project

Length: 1.0 Mile

Highway: FM 1925

Limits: from Kenyon Road to FM 907 (Old Alamo Road) - (1.0 Mile)

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ROUTE AND DESIGN STUDIES
(Function Code 110)

Services Provided By: Engineer	County		
NO	NO	1.	Route Location Studies*
NO	NO	2.	Level of Service Analysis
NO	NO	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
YES	NO		a. Pavement
NO	NO		b. Retaining Walls
NO	NO		c. Miscellaneous Structures
NO	NO		d. Bridges

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: Engineer	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
NO	NO	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	NO	(2) An Environmental Assessment anticipating a Finding of No Significant Impact will be coordinated with TxDOT on the prior EA completed 9 years ago.
NO	NO	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
NO	NO	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
NO	NO	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the **Engineer**. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. Limited public involvement shall be scheduled, coordinated and conducted with affected Property Owners as required.
NO	NO	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contacts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by TxDOT, shall be provided.
NO	NO	3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the ENGINEER.
NO	NO	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
NO	NO	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
NO	NO	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: Engineer	COUNTY	
NO	NO	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
		4. Noise and Air Quality Analyses
NO	NO	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
NO	NO	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
NO	NO	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultation may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
NO	NO	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
NO	NO	7. General Guidelines for Preparation of Environmental Documents a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office. b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided. c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided. d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A. e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
Surveyor County

NOTE: No work involving right-of-way (ROW) data is to be performed until the County has given the engineer written approval of the final location of the proposed ROW lines as approved by TxDOT.

YES NO 1. Ownership Data in a .dgn file
   a. The entire project limits.
   b. Compensable utility ownership who have property rights on ROW shall be researched and provided.
   c. For each drainage outfall property
   d. For each irrigation structure pipe.

YES NO 2. Parcel plats & Right-of-Way Map
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.

YES NO 3. Utilities (Compensable)
   a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.

YES NO 4. Field Notes
   a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
   b. Computation Sheets for Survey Closure and Area for Each Parcel.
   c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES NO 5. Survey and Stake Right-of-Way

YES NO 6. Records as Required by the County and State
   a. Records used to establish ownership

YES NO 7. General Guidelines for Preparation of Right-of-Way Maps (Sample ROW Maps and Parcel Plats and field notes attached)

General Specifications

a. All data submitted by the surveyor will be legible, organized and well documented.

b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.

c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.

d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.

e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map

checklist must be complete, accurate and also considered to be essential and is a part of this contract.

Project specific scope of services

FC 130 – Right of Way Data – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – Field Surveying for Parcel Mapping – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

RIGHT-OF-WAY DATA
Right-of-Way Documents - The **Surveyor** will utilize State examples and provide the following:

General
a. Abstracting: The **Surveyor** will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the **State** is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the **State's** Right-of-Way Book I and Book II, the **State's** local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The **Surveyor** will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The **Surveyor** will provide to the State a copy of Instruments of Record.
g. The **Surveyor** will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The **Surveyor** will attach documents or text files compatible with the latest version of Word software.

Parcel Plats
a. A parcel plat will be prepared for each parcel of land to be acquired. The **State** has developed standard formats for parcel plats, copies of which the **Surveyor** will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
    a. Month(s) and year abstracting was performed upon which the map is based.
    b. Month(s) and year field surveys were conducted upon which the map is based.
    c. Month and year map was completed by the **Surveyor**.
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

Field Note Descriptions - A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   a. State, county, and city within which the proposed parcel of land to be acquired is located.
   b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   c. A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   a. A point of commencing (outside property corner).
   b. A point of beginning on proposed R.O.W. line.
   c. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   d. A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   e. All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   f. Note referencing parcel plat.

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*

___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

* *DO NOT SEAL MAP*

FIELD NOTES

Heading

___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence

___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH
___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By:
Engineer County

1. Field Surveying

YES NO a. Primary Project Control - 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

YES NO b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans.

- No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
- The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
- The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

(1) Project control base lines

NO (2) Photogrammetric ground control
NO (a) Establish horizontal control
NO (b) Establish vertical control points
NO (c) Place and maintain control point targets

YES NO c. Other Field Surveying

(1) The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control. Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmak. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. The surveyor shall provide A H&V Book (a Sample shall be provided by the Engineer to the Surveyor). The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion in the H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.
(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
(4) Field locate cross culverts, driveway culverts, inlets, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.

(9) Tie Horizontally and Vertically any existing storm drain system that lies within the existing proposed ROW including the pipe inverts/flow lines and elevation of the outfall of said recovered existing storm drain systems.

YES NO (10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

YES NO (11) Additional Field Surveying as shown below:

(A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide a Field Book to the engineer.

(B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities along the outfalls identified on the Hydrologic Map.

Driveways and Turnouts

(a) Inventory commercial entrances, public roads and side streets separately.

(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.

(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.

(d) Obtain elevations at both edges of the driveway or turnout in line with the side drain.

YES NO (12) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)

NO NO (13) Soil core hole staking -

YES NO (14) Determine changes in topography from voids and outdated maps due to development, erosion, etc.

YES NO (15) Profiles of existing drainage facilities

NO NO (16) Measurement of hydraulic opening under existing bridges

YES NO (17) Obtain elevations of manholes and valves of utilities

YES NO (18) Provide temporary signs, traffic control, flags, safety equipment, etc.

YES NO (19) Ties to existing bridges or culverts that may conflict with new construction.

N/A N/A (20) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.

YES NO (21) Inventory signs, mailboxes, and driveways

YES NO (22) Survey controlled data sheets per TxDOT guidelines.

N/A N/A 2. Photogrammetric Products

a. Uncontrolled Photography

(1) Contact Prints

(2) Mosaics

(3) Digital ortho plots

b. Mapping

(1) Planimetric Maps

(2) Contour Maps

(3) Cross Sections

(4) Profiles

(5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By:
Engineer County

1. Geometric Design

YES NO a. Horizontal and Vertical Alignment
YES NO b. Schematic Layout
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
   (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
   (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
   (4) The tentative ROW limits.
      (a) Provide a roadway Microstation file of the preliminary earthwork to verify ROW requirements.
      (b) Provide a graphics file containing the approved schematic.
   (5) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway lanes, ramps, frontage roads, and cross roads.
   (6) The current and projected traffic volumes as provided by TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
   (7) The control of access lines if Interstate or designated under House Bill 179.
   (8) Direction of traffic flow on all roadways.
   (9) Location and width of median openings for highway without access control.
   (10) The geometric of speed change (acceleration, deceleration, climbing) lanes.
   (11) Complete & provide the TxDOT Schematic Checklist.

Services Provided By: Engineer	County	
YES	NO	2. General Guidelines for Project Development (Completed)

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable.

The layout shall be submitted for two-lane highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY and TxDOT have given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish project files that are compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

NO	NO	3. Exhibit for Airway/Highway Clearance Permits

Services Provided By: Engineer	County		
		4.	Grading Design
YES	NO	a.	Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate.
YES	NO	b.	Typical Sections
YES	NO	c.	Design Cross Sections
YES	NO	d.	Determine Cut and Fill Quantities
N/A	N/A	e.	Slope Stability Analysis
N/A	N/A	f.	Embankment Foundation Stability Analysis
N/A	N/A	g.	Embankment Settlement Analysis
		5.	Pavement Design
YES	NO	a.	Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure.
YES	NO	b.	The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c.	Embankment and Subgrade
			(1) Soil Core Holes
YES	NO		(a) Along center line
NO	NO		(b) Along center line of each roadway
			The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)
YES	NO		(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d.	Traffic Data for Pavement Design by **STATE**
YES	NO	e.	Basic Design Criteria
YES	NO	f.	Life Cycle Cost Analysis (es)
YES	NO	g.	Cost Data
YES	NO	h.	Pavement Material Properties
YES	NO	i.	Rehabilitation Investigations
YES	NO		(1) Core Hole Survey (Show cost estimate with Function Code 110)
			(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By: Engineer	County	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the **COUNTY & STATE.**
		1. Hydrologic Studies, Discharges
YES	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
YES	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
NO	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
NO	NO	(8) Storm Water Management facilities
YES	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	NO	c. Federal Emergency Management Agency (FEMA) floodway requirements
YES	NO	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted

Services Provided By: Engineer	County		
		3.	Layout, Structural Design and Detailing of Drainage Features
		a.	Culverts
YES	NO		(1) New culverts
YES	NO		(2) Culvert widening and/or lengthening
YES	NO		(3) Culvert replacements
		b.	Storm sewers
YES	NO		(1) New storm sewers
YES	NO		(2) Modify existing storm sewers
YES	NO		(3) Inlets
YES	NO		(4) Manholes
YES	NO		(5) Trunk lines
NO	NO	c.	Pump stations
NO	NO	d.	Subsurface drainage at retaining walls
YES	N/A	e.	Outfall channel(s) within the ROW
YES	NO	f.	Outfall channel(s) outside the ROW
NO	NO	g.	Detention Pond(s) within the ROW
NO	NO	h.	Detention Pond(s) outside the ROW
YES	NO	i.	Summary of Quantities
NO	NO	j.	Storm Water Management facilities
YES	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5.	Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170).

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services Provided By: Engineer	County		
YES	NO	1.	Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (11) Quantities of existing pavement markings to be removed
   (12) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the **STATE** (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

YES	NO	2.	Summary of Small Signs Tabulation
NO	NO	3.	Summary of Large Signs Tabulation including all Guide Signs
YES	NO	4.	Sign Detail Sheets

a. All signs except route markers
b. Design details for large guide signs
c. Dimensions of letters, shields, borders, corner radii etc.
d. Designation of shields attached to guide signs
e. Designation of arrow used on exit direction signs

Services Provided By: Engineer	County	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
YES	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	(2) Photographs as appropriate
YES	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
YES	NO	(a) Existing
YES	NO	(b) Estimated
YES	NO	(c) Projected
YES	NO	(d) Pedestrian
YES	NO	(5) Traffic Survey - Count Analysis
YES	NO	(6) Recommendation based on above data
YES	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)

Services Provided By:
Engineer County

5. Traffic Signals (Continued)

(9) Phase sequence diagram(s)

(a) Signal locations
(b) Signal indications
(c) Phase diagram
(d) Signal sequence table
(e) Flashing operation (normal and emergency)
(f) Preemption operation (when applicable)
(g) Interval timing, cycle length and offset

(10) Construction detail sheets(s)
(a) Poles (TxDOT standard sheets)
(b) Detectors
(c) Pull Box and conduit layout
(d) Controller Foundation standard sheet

(11) Marking details (when applicable)

(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions

(13) Aerial or underground interconnect details (when applicable)

c. General Requirements

(1) Contact local utility company

YES NO (a) Confirm power source
YES NO (b) Discuss route of aerial or underground interconnect cable (when applicable)
YES NO (c) Adjustment of overhead utility lines
YES NO (2) Prepare governing specifications and special provisions list
YES NO (3) Prepare project estimate

YES NO d. Summary of Quantities

MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services Provided By: Engineer	County		
		1.	Retaining Walls
		a.	Structural Details
NO	NO		(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO		(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO		(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b.	Alternate Patented Retaining Walls at _all_ locations. (Layouts Only)**
NO	NO		(1) Mechanically Stabilized Earth
NO	NO		(2) Concrete Block Wall Systems
NO	NO		(3)
NO	NO	c.	Retaining Wall Layout (PLAN)
			(1) Designation of reference line
			(2) Beginning and ending retaining wall stations
			(3) Station of each retaining wall joint***
			(4) Offset from reference line
			(5) Horizontal curve data
			(6) Number of retaining wall panels and lengths***
			(7) Total length of wall
			(8) Indicate face of wall
			(9) All wall dimensions and alignment relations (alignment data as necessary)
			(10) Soil core hole locations
NO	NO	d.	Retaining Wall Layout (ELEVATION)
			(1) Top of wall elevations at each joint*** or intervals****
			(2) Existing and finished ground line elevations
			(3) Height of stem at each joint***
			(4) Wall panel designations***
			(5) Top of footing elevations***
			(6) Limits of measurement for payment****
			(7) Type, limits and anchorage details of railing (If applicable)
			(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e.	Foundation Studies (Show cost estimate with Function Code 110)
NO	NO		The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f.	Stability Analysis (the Engineer shall estimate this task as part of his bid to complete the work).
NO	NO	g.	Estimate
NO	NO	h.	Summary of Quantities
NO	NO	i.	Typical X-section.

Services Provided By:
Engineer County

1. Retaining Walls (continued)

NO

j. General Guidelines for Retaining Walls
   (1) The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
   (2) The ground water level should be observed at the water strike.
   (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

YES NO 2. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. The sequence of construction and method of handling traffic during each phase.
b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
c. The proposed traffic control devices (stop signs, signals, flagperson, etc.) at grade intersections during each construction sequence.
d. Where detours are provided, typical cross sections shall be shown.
e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

Services Provided By: Engineer	County	
		3. Illumination
NO	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout
		(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
		(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
		(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
		(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
		(d The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
		(e) Tentative ROW limits
		(f) Direction of traffic flow on all roadways
		(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts
		(1) Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use department standard symbols for lighting and electrical.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
		(9) Existing service poles, electrical circuits, ground boxes, etc.
		(10) Contact electric utility for service pole locations, voltage characteristics.
		(11) Location of proposed sign lighting circuits and roadway illumination.
		(12) Proposed electrical circuits.
		(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
NO	NO	c. General Guidelines for Illumination (If applicable)
		The **Engineer** shall submit to the **COUNTY**, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the **STATE**. Two copies of the layout sheets are to be submitted. One copy will be returned to the **Engineer** showing corrections that are to be made by the **Engineer**. When final plan submission is made, the **Engineer** shall provide a written statement regarding completion of the corrections.

Services Provided By: Engineer	County		
		4.	Miscellaneous Drafting/Standards
YES	NO		a. Erosion Control
NO	NO		b. Landscape Development
YES	NO	5.	Compute and Tabulate Quantities
YES	NO	6.	Special Utility Details (Irrigation lines)
		7.	Miscellaneous Structures
			a. Type of Structure*
			(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO		(a) New O.S.B. structure(s)
NO	NO		(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO		(2) High Mast Illumination Poles (HMIP)
YES	NO		(3) Traffic Signal Supports
NO	NO		(4) Conventional Illumination Poles
NO	NO		(5) Sound Barrier Walls
NO	NO		b. Checklist for Layouts
			(1) Reference appropriate O.S.B. standard
			(2) Drilled shaft size and length
			(3) Soil strength used for design {indicate basis and boring(s) used}
			(4) Design height
			(5) Tower heights
			(6) Leg spacings
			(7) Design wind speed
NO	NO		c. Foundation Studies The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8.	Agreements
YES	NO		a. Utility Agreements
YES	NO		b. Exhibits for Utility Agreements
N/A	NO		c. Railroad Agreements
			d. Railroad Exhibits
N/A	N/A		(1) Railroad Underpasses
N/A	N/A		(2) Railroad Overpasses
N/A	N/A		(3) Railroad Grade Crossing (Replanking)
N/A	N/A		(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A		(5) Other Miscellaneous Sketches for Railroads
YES	NO		e. Traffic Signal Agreements
YES	NO		f. Exhibits for Traffic Signal Agreements
YES	NO	9.	Estimate
YES	NO	10.	Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: Engineer	County		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	____
NO	NO	(2) Overpass(es)	____
N/A	N/A	(3) Main Lanes	____
N/A	NA	(4) Direct Connector(s)	____
N/A	N/A	(5) Ramp Bridge(s)	____
NO	N/A	(6) Waterway Structure(s)**	____
N/A	N/A	(7) Pedestrian Structure(s)	____
N/A	N/A	(8) Utility Structure(s)	____
N/A	N/A	(9) Railroad Underpass(es)	____
N/A	N/A	(10) Railroad Overpass(es)	____
N/A	N/A	11) Bridge Classification Culvert(s)**	
N/A	N/A	(11) Alternate Structural Designs	____
N/A	N/A	(12) Alternate Foundation Design	
		Total New Structures =	____
		b. Existing Structure(s)	____
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	____
NO	NO	(2) Bridge Replacement	____
NO	NO	(3) Raising Bridge Elevation	____
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	____
N/A	N/A	(5) Railroad Overpass(es)	____
N/A	N/A	(6) Railroad Underpass(es)	____
N/A	N/A	(7)	____
		Total Existing Structures =	0

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the **engineer** should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: Engineer	County	
NO	NO	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and superelevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

Services Provided By: Engineer	County	

2. Preparation of Bridge Layouts (each bridge) (Continued)

   b. Bridge Layouts (ELEVATION)
      (1) Type of foundation.
      (2) Finished grade elevations at beginning and end of bridge.
      (3) Overall length of structure.
      (4) Length, type of spans and units.
      (5) Type of railing.
      (6) Minimum calculated vertical clearance(s).
      (7) Existing and proposed ground lines clearly marked.
      (8) Grid elevations and stations.
      (9) Bent numbers encircled.
      (10) Stationing of bridge compatible with grid stations.
      (11) Standard title.
      (12) Profile grade data.
      (13) Type of riprap.
      (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
      (15) Fixed/expansion condition of all bents.
      (16) Column "H" heights.
      (17) Number, size and length of foundations.
   c. Additional layout requirements for waterway structures and bridge classification culverts.
      (1) Design and 100-year peak discharges.
      (2) Design and 100-year high water (HW). (Recorded HW and date if available.)
      (3) Natural and through-bridge velocities for design and 100-year floods.
      (4) Calculated backwater for design and 100-year floods.
      (5) Direction of flow for waterway crossings.
      (6) Contours for water crossing.

NO	NO	3.	Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
NO	NO	4.	Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
NO	NO	5.	Bridge Total Quantities and Cost Estimates (each bridge)
NO	NO	6.	Bridge Special Provisions and Specifications (each bridge)
NO	NO	7.	Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

Services Provided By: Engineer	County
NO	

8. General Guidelines for Bridge Design

a. The **engineer** shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
  - Railroad Companies
  - FHWA
  - U.S. Army Corps of Engineers
  - U.S. Coast Guard
  - Bureau of Reclamation
  - Texas Parks and Wildlife
  - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the **engineer's** design schedule should reflect this.

b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
Engineer County

8. General Guidelines for Bridge Design (Continued)

   d. The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The **engineer** shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the **engineer** upon request. These standards shall not be redrawn by the **engineer** nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the **engineer** shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

FC 600 **– ACQUISITION PROVIDER SERVICES**

(Services to be provided by L&G Engineering)

1) Project Administration

a) Negotiation of Scope of Services for Work Authorization
   i) Acquisition Provider will visit project site with COUNTY personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office
      (1) No Joint Use of County or TxDOT facilities
      (2) Open during normal County and State work hours
      (3) Personnel available to answer questions
      (4) Availability of Project Files
      (5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the County.
   iii) Prepare initial property owner contact list for use by the County in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the County's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the County office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by County at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to the County of Hidalgo. Written approval by the County required for any exception. Title Insurance shall be paid for by Hidalgo County.

3) Appraisal

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of

permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the County of Hidalgo.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the County.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

4) Appraisal Review

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to the County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

5) Appraisal Updates

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the County of Hidalgo.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

a) Analyze appraisal and appraisal review reports and confirm the County's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.

d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.

7) Closing Service Fees

a) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the County Commissioners.

8) Relocation Assistance Services (N/A)

1) There are an estimated 0 relocations or displacements for this contract and L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

2) L&G will provide advisory services to business displacements and relocate them effectively. (N/A)

3) TxDOT will review, approve and pay for all relocation costs as per ROW Agreement. (N/A)

9) Condemnation Support

a) Pre-Hearing Support

i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.

ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable.

iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Office for submission to the County Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the County Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.

vii) The County attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.

viii) Upon assignment of a court, the Court Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The County shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The County Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the County's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.

xiv) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The County's Attorney shall send a reminder letter 2-3 weeks in advance to the County Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

d) Post Hearing Support (by County Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo County clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the County, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
v) Send the Commitment and the Award to County, along with individual special commissioner's billing requesting the payment for their fees.
vi) File County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the County Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the County Attorney's office for his further handling in accordance to the Eminent Domain process by the County.

ADDITIONAL RESPONSIBILITIES

Easements, Letters of Permission, Etc.

The **ENGINEER** shall be responsible for delineating easements. The **ENGINEER** will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The **ENGINEER** shall furnish the **COUNTY** prints of a project layout which will be distributed by **ENGINEER** to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the **ENGINEER** shall distribute to the various utility companies and request return. Upon return of these prints, the **ENGINEER** will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The **ENGINEER** is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the **COUNTY**. The **ENGINEER** shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Whenever possible, use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and, to the extent possible, incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The **Engineer** shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the **COUNTY's** Director. Any replacements to the **Engineer's** designated Project Manager/Engineer must be approved by the **COUNTY**.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADDSEALed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The **engineer** is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **COUNTY** and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The **Engineer** shall promptly make necessary revisions or corrections resulting from the **Engineer's** errors, omissions or negligent acts without additional compensation. Acceptance of the work by the **COUNTY** will not relieve the **Engineer** of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the **COUNTY** shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the County.

If required, the **engineer** shall provide to the **COUNTY**, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the **COUNTY's** computer system.

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The **engineer** will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
ROW Acqusition Services	Mission Office

The work effort will be managed out of the Mission (City) office located at 900 South Stewart Rd. (Address), Mission (City), Texas (State).

PROJECT: FM 1925
LIMITS: from Kenyon Road to FM 907 (Old Alamo Road)
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

9/9/2011

TASK AND DESCRIPTION	FIRM	2012																2013											
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Work Authorization No. 1																													
Project Planning																													
Obtain Right of Entry (Surveying)	RODS																												
Existing Right-Of-Way Layout	RODS																												
Hydrologic Map	L&G																												
Utility Coordination	L&G																												
Coordination with Irrigation District	L&G																												
Schematic & Environmental Doc Development																													
Develop Schematic with Outfalls	L&G																												
Meet w/TxDOT & Revise Schematic as per Comments	L&G																												
TxDOT & County approves Schematic	TxDOT																												
Review Previously Completed EA	L&G																												
Meet with TxDOT regarding Environmental Document	L&G																												
Prepare Environmental Documental to District	L&G																												
Meet with affected Property Owners (MAPO)	L&G																												
Prepare summary of MAPO	TxDOT																												
Approval by TxDOT/FHWA	TxDOT																												
ROW Mapping (Approx. 15 Parcels)																													
Develop ROW Map, Parcel Sketches & Field Notes	L&G																												
TxDOT Review	TxDOT																												
Revisions as per TXDOT Comments	L&G																												
TxDOT Approve ROW Map	TxDOT																												
ROW Acquisition (Approx. 15 Parcels)																													
Project Administration	L&G																												
Coordination with County and TxDOT	L&G																												
Title Commitments	L&G																												
Appraisal Reports	L&G																												
Appraisal Review Reports	L&G																												
Appraisal Update Reports	L&G																												
Approved Values by TxDOT	TxDOT																												
Acquisition Negotiation Offers	L&G																												
Title Curative Process	L&G																												
Title Commitment Updates	L&G																												
Payments for Parcels	L&G																												
L&G Condemnation Support Process	L&G																												
Eminent Domain Proceedings by County	County																												
Title Insurance Policies	L&G																												
Consummation of Outstanding Cases	L&G																												
Work Authorization No. 2																													
PS&E																													
Design Surveys	RODS																												
Complete Intersection Layouts	L&G																												
Roadway Design, x-sections, earthwork, etc.	L&G																												
Design Hydraulic Structures, Outfalls, etc.	L&G																												
Design Storm Drain System	L&G																												
Signing and Pav't Markings	L&G																												
Traffic Control Plan	L&G																												
Utility Coordination	L&G																												
Specifications, General Notes, Estimates	L&G																												
TxDOT Review	TxDOT																												
REVISIONS BY L&G AS RECEIVED FROM TXDOT	L&G																												
TxDOT PROCESS FOR LETTING AT AUSTIN	TxDOT																												
Estimated Construction Letting	TxDOT																												
Construction																													
Construction Inspection assisting TxDOT	L&G													ESTIMATED 12 MONTHS CONSTRUCTION														

L&G ENGNEERING TASK
TxDOT TASK
COUNTY TASK

NOTE: THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED. IN ADDITION, THIS SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE-EVALUATION IS COMPLETE DUE TO FUNDING.

EXHIBIT D
CONTRACT RATES

L&G Engineering
Transportation Consulting Engineers

Audited Overhead Rates 2009

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	$ -	$ -	$ -	$ -
Senior Project Manager	$ 72.00	$ 210.96	$ 217.29	$ 223.81
Senior Engineer	$ 60.00	$ 175.80	$ 181.07	$ 186.51
Project Engineer	$ 43.00	$ 125.99	$ 129.77	$ 133.66
Design Engineer	$ 38.00	$ 111.34	$ 114.68	$ 118.12
EIT	$ 26.00	$ 76.18	$ 78.47	$ 80.82
Senior Engineer Tech	$ 25.00	$ 73.25	$ 75.45	$ 77.71
Engineer Tech	$ 24.00	$ 70.32	$ 72.43	$ 74.60
CADD Operator	$ 21.00	$ 61.53	$ 63.38	$ 65.28
ROW Administrator	$ 34.00	$ 99.62	$ 102.61	$ 105.69
ROW Negotiator	$ 31.00	$ 90.83	$ 93.55	$ 96.36
Biologist	$ 16.00	$ 46.88	$ 48.29	$ 49.73
Senior Environmental Scientist/Specialist	$ 43.00	$ 125.99	$ 129.77	$ 133.66
Environmental Secientist/ Specialist	$ 25.00	$ 73.25	$ 75.45	$ 77.71
Admin/Clerical	$ 18.00	$ 52.74	$ 54.32	$ 55.95

Negotiated Overhead Rate: 161.75%
Negotiated Profit Rate: 12.00%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55/mile
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

Approved (JG) 07/15/2011
Revision No. 4

EXHIBIT "D-1"
FEE SCHEDULE (Part I of Phase I Only)
FM 1925 Project

ROADWAY PROJECT:	FM 1925 PROJECT
LIMITS: ...**PHASE I**	Kenyon East to FM 907
LIMITS: ... **PHASE II**	FM 907 East to FM 88
EXISTING ROADWAY SECTION:	40' -- Rurual
EXISTING ROW WIDTH:	80 Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban with Grade Separations (FM 907, Hid Loop, FM 493 & FM 88)
PROPOSED ROW WIDTH:	Varies 120ft - 150ft
ESTIMATED CONSTRUCTION COST **PHASE I**	**$4,000,000.00**
ESTIMATED CONSTRUCTION COST **PHASE II ROADWY FM1925**	$28,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II COUNTY ROAD CONNECTIONS**	$6,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II OVERPASSES (4 ESTIMATED)**	$35,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II**	**$69,000,000.00**
LENGTH: **PHASE I**	1 Miles
LENGTH: **PHASE II**	7 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	*LOCAL*
WORK AUTHORIZATION NO. 1 (Part I of Phase I)		
PHASE I - PLANNING & PUBLIC INVOLVEMENT		
Schematic **PHASE I**		$ 57,600.00
Hydrological Map		$ 30,000.00
Surveys for Schematic (Preliminary ROW Mapping, H&V Control) **PHASE I**		$ 20,000.00
Coordiate Environmental Assessment with TxDOT **PHASE I**		$ 35,000.00
Limited Public Involvement for Environmental Assessment **PHASE I**		$ 20,000.00
SUB-TOTAL BUDGET FY 2012	$ -	**$ 162,600.00**
PHASE I - DESIGN, ROW MAPPING & UTILITIES		
Compensible Utilities, Management Oversight	$ -	$ 22,500.00
ROW Map (ESTIMATED 15 PARCELS)		$ 52,500.00
SUB-TOTAL BUDGET FY 2012	$ -	**$ 75,000.00**
PHASE I- ROW ACQUISTION		
Right-of-Way Costs - Acq.Services @ (est. 15 Parcels @ $12,800/Parcel Avg.)		$ 192,000.00
Roadway Right-of-Way Costs - (40 ft. for 1 mile @ $3.00/sq ft)(STATE 98%)(LOCAL=2%) After "EDC"	$ 620,928.00	$ 12,672.00
Relocated Homes/Businesses	$ -	$ -
Transmission line Adjustments and High Pressure Gas lines (STATE 98%)(LOCAL=2%)	$ -	$ -
SUB-TOTAL BUDGET FY 2012	$ 620,928.00	**$ 204,672.00**
TOTAL PART I OF PHASE I		**$ 429,600.00**
WORK AUTHORIZATION NO. 2 (Part II of Phase I)		
PHASE I - DESIGN, ROW MAPPING & UTILITIES		
Field Surveys for Design and Construction		$ 40,000.00
PS&E Development		$ 320,000.00
Signal Design		$ 60,000.00
Permitted Utilities Coordination	$ -	$ 22,500.00
SUB-TOTAL	$ -	**$ 442,500.00**
PHASE I - CONSTRUCTION		
ROADWAY CONSTRUCTION COST	$ 4,000,000.00	
TxDOT Construction Inspection (11%)	$ 440,000.00	
L&G Construction Management		$ 56,000.00
SUB-TOTAL	$ 4,440,000.00	**$ 56,000.00**
TOTAL PART II OF PHASE I		**$ 498,500.00**
SUB-TOTAL	**$5,060,928.00**	**$ 940,772.00**

Work Authorization No. 1 (Part I of Phase I)	**FY 12**	$ 429,600.00
Work Authorization No. 2 (Part II of Phase I)		$ 498,500.00

State Estimated Cost

Local Estimated Cost

9/7/2011

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

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.

SAMPLE

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 6** 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** _____, Commissioner _____ as to content and detail of this **Work Authorization No.** 1.

HIDALGO COUNTY

BY:_____

SAMPLE

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 _____, 2011.

THE ENGINEER:

_____

By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" – Service to be Provided by the Owner
EXHIBIT "B" – Services to be Provided by the Engineer
EXHIBIT "C" – Work Schedule
EXHIBIT "D" – Fee Schedule

SAMPLE

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 "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2011 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

_____

_____

A. 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

_____

_____

_____

_____

_____

SAMPLE

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 _____, 2011.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2011

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 Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ext): 956 682-9423 FAX (A/C, No): 956871286 E-MAIL ADDRESS:
INSURED L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes, Texas 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Landmark American Insurance Com — 33138 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : Hartford Casualty Ins Co — 29424 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	LHC730859	07/19/2011	07/19/2012	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X BI/PD Ded:10000						PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
C	AUTOMOBILE LIABILITY	X	X	65UENKN4458	07/19/2011	07/19/2012	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TSF00010203000	07/23/2011	07/23/2012	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
A	Professional Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	
A	Pollution Liab	X	X	LHC730859	07/19/2011	07/19/2012	$2,000,000. Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **
Voluntary Compensation
Proprietors/Partners/Executive Officers/Members Excluded:
Jacinto Garza, President
Armando Sandoval, Vice President
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept
Marth L Salazar, CPPB
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

Brian E Lewis

DESCRIPTIONS (Continued from Page 1)

Blanket Waiver of Subrogation

** Supplemental Name **
First Supplemental Name applies to all policies - L & G Engineering Laboratory LLC,L & G Consulting Engineers, In

Hidalgo County is hereby listed as Additional Insured regarding the General Liability and Auto Liability.
Waiver of Subrogation in favor of Certificate Holder.

APPROVED

AI-28500 **22. C. 2.**
CC REGULAR
Meeting Date: 09/13/2011
Submitted For: Marcos Lopez, Pct 4 (Gloria) **Submitted By:** Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

a. Approval of the final negotiated Engineering Services Contract with the No. 1 ranked firm of L & G Engineering for the provision of Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4;

b. Authorization and approval of Work Authorization No. 1 in the amount of $429,600.00 from L & G Engineering in connection with Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
DBM is going to address the funding source for this item.

Attachments

contract
WA

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/09/2011 03:08 PM
Budget & Management	Merlen P. Munoz	09/09/2011 03:22 PM
Purchasing Department	Marty Salazar	09/09/2011 03:08 PM
Budget & Management	Merlen P. Munoz	09/09/2011 03:22 PM
Manuel Chapa Auditor's Office		

Form Started By: Monica Badillo Started On: 09/09/2011 10:23 AM

CC Approved on 9/13/2011

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 13, 2011
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 in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** All Present
2. **Pledge of Allegiance** All
3. **Prayer** Com. Quintanilla
4. **Approval of Consent Agenda** 11--B2 11C, 11D, 11 k
5. **Open Forum**

no action 6. AI-28498 Appointment of Judge to the Office of County Court at Law #7 September 13, 2011

(7.) **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"

approved B. AI-28437 Approval to accept a settlement check from Allstate Insurance Company in the amount of $931.21 to settle auto accident with County vehicle. (HIDTA)

approved C. AI-28435 Approval to accept a settlement check from State Farm Insurance Company in the amount of $588.60 to settle auto accident with County vehicle. (Sheriff's Office)

D. AI-28481 Texas Cooperative Extension:
Requesting permission for one (1) employee to travel to Austin, Texas on September 13-16, 2011 for Texas Obesity Awareness Week - 2011 Texas Health Champion Award (expenses to be paid by the Dell Center)

presentation only E. AI-28485 1. Presentation by Texas Organ Sharing Alliance regarding the Hidalgo County's "Tree of Hope" Planting Ceremony on Friday, September 16, 2011
presentation only 2. Presentation by United Blood Services regarding Hidalgo County Employee Blood Drive on Tuesday, September 20, 2011

approved (F.) AI-28491 Status update regarding Operation Clean Slate. – advertising!!!

G. AI-28488 Request from the Rio Grande Regional Water Authority for a Local Match Pledge in the amount of $18,966.89 to fund an Alternative Regional Water Supply Feasibility Study

8. **Constables:**

A. AI-28405 Constable Pct. #3 - Border Security Crime Reduction Operation Grant (1284):
Requesting approval to submit a request to the Office of the Governor to transfer all funds budgeted in the Bulletproof Vests (obj. codes 668 or 748) and Vehicle Operating Costs (obj. code 672) line items into the New Vehicle Purchase (obj. code 741) line item.

9. **County Judge's Office:**

CC Approved on 9/13/2011

CC Approved on 9/13/2011

0002	Registered Nurse IV	17	16

approved b. Approval of revised salary schedule.

22. 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

approved **1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

approved a-c b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

approved a-c c) Emergency situations occurring since last agenda meeting

B. Budget & Management

1. AI-28364 DBM - Workers' Comp. Division:

a. Authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard's awarded vendor, Philpott Motors-Contract No. 358-10), Two (2) New or newer 2011 Ford F-150 with Extended Cab upgrade in the amount of $34,804.50 to include a one time administrative fee of $400.00 for a total of $35,204.50 -Project #2011-244-OGG);or in the alternative, approved

b. Authority to advertise sealed competitive procurement for the purchase of: Two (2) New or newer 2011 or newer Ford F-150 with Extended cab upgrade in the amount of $34,804.50 to include pricing and delivery fees for -Project #2011-244-OGG); to include options as described on attached specifications or equivalent. no action

C. Pct. 4

1. AI-28482 Discussion and action related to the selection/ranking of engineering services in connection with the Safe Routes to School (SRTS) grant project received by Hidalgo County and partnering with Edinburg ISD and the City of Edinburg. no action

2. AI-28500

a. Approval of the final negotiated Engineering Services Contract with the No. 1 ranked firm of L & G Engineering for the provision of Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4; approved

b. Authorization and approval of Work Authorization No. 1 in the amount of $429,600.00 from L & G Engineering in connection with Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4 approved

D. District Courts

1. AI-28483

a. Approval to proceed to provide Hon. Noe Gonzalez, Presiding Judge, 370th State District Court the three nominated firms for the scoring/grading/evaluating of said firms for presentation to CC for ranking and thereafter proceed with negotiation process for engagement to: Seek funding sources for assistance and efficiency of the 370th State District Court as it pertains to Human Trafficking and Violence against Women; approved

b. Recommendation by Hon. Noe Gonzalez for CC to assign/designate himself and his court staff to score/grade and evaluate the firms for presentation of grid to CC for ranking. approved

CC Approved on 9/13/2011

HIDALGO COUNTY
Professional Engineering Services
Contract # C- 11-234-09-13
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the preparation of Roadway Schematic, Hydrologic Map, Schematic Surveys, Coordinate Environmental Assessment with TxDOT, Limited Public Involvement for Environmental Assessment, Compensable Utilities Management Oversight, ROW Map, Right-of-Way Acquisition Services for the FM 1925 Project (Phase I) from Kenyon Road to FM 907 (Old Alamo Road).

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$429,600.00.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" – Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** 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, as identified on *EXHIBIT "C" – Work Schedule.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4, Commissioner Joseph Palacios as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4

BY: Joseph Palacios

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on August 9, 2011 as indicated below.

THE ENGINEER:
L&G ENGINEERING

By: Jacinto Garza, P.E.
President

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

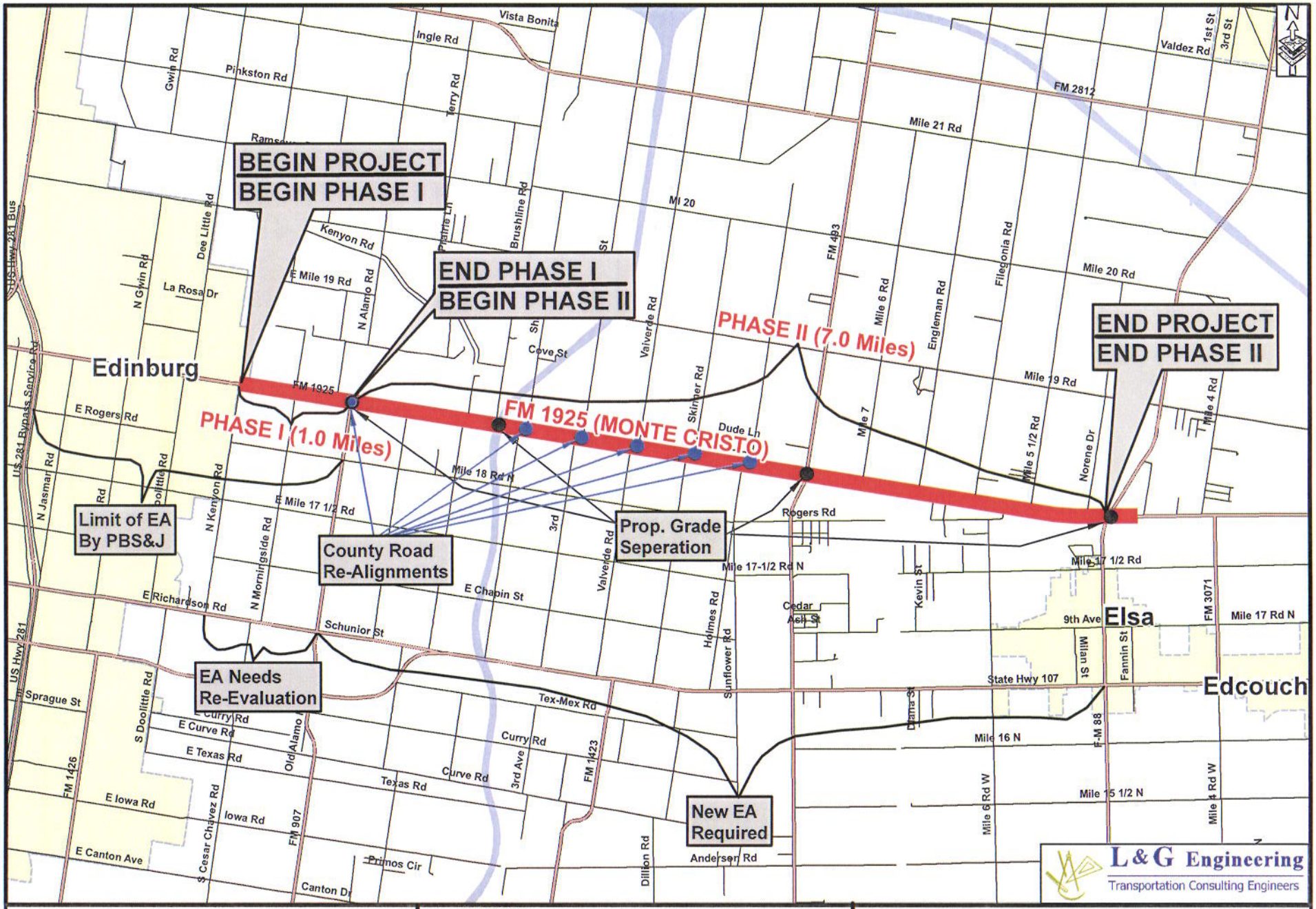
THE OWNER:
HIDALGO COUNTY

By: Ramon Garcia,
County Judge

Approved by Commissioners' Court
on 9/13/11RW

LIST OF ATTACHMENTS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule



FM 1925
LOCATION MAP

APPROX. PROJECT LENGTH 8.0 MILES

G:\FM1925 1-18-07\FM1925 LOCATION 6-15-10.mxd

EXHIBIT "A"

Services to be provided by the Owner

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

GENERAL INSTRUCTIONS

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the Engineer" shall include the estimated general performance of all engineering services for the following described facility:

County: Hidalgo County

Control: 1803-02-028

Project/Description: Schematic Design, Right-of-Way Mapping, Acquisition Services for the FM 1925 Project

Length: 1.0 Mile

Highway: FM 1925

Limits: from Kenyon Road to FM 907 (Old Alamo Road) - (1.0 Mile)

Existing Facility

Project Classification

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
_X_ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ROUTE AND DESIGN STUDIES
(Function Code 110)

Services Provided By: Engineer	County		
NO	NO	1.	Route Location Studies*
NO	NO	2.	Level of Service Analysis
NO	NO	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
YES	NO		a. Pavement
NO	NO		b. Retaining Walls
NO	NO		c. Miscellaneous Structures
NO	NO		d. Bridges

* The Phase I or better survey for hazardous material should be included as a determining factor of route selection. Projects which do not require additional right of way should be considered separately from an expansion or new location.

NOTES
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: Engineer	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
NO	NO	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
YES	NO	(2) An Environmental Assessment anticipating a Finding of No Significant Impact will be coordinated with TxDOT on the prior EA completed 9 years ago.
NO	NO	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
NO	NO	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
NO	NO	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the **Engineer**. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. Limited public involvement shall be scheduled, coordinated and conducted with affected Property Owners as required.
NO	NO	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contacts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by TxDOT, shall be provided.
NO	NO	3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the ENGINEER.
NO	NO	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
NO	NO	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
NO	NO	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

Services Provided By: Engineer	COUNTY	
NO	NO	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
		4. Noise and Air Quality Analyses
NO	NO	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
NO	NO	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
NO	NO	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultation may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
NO	NO	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
NO	NO	7. General Guidelines for Preparation of Environmental Documents a. The environmental document prepared shall be provided on paper and on a formatted diskette that is compatible with the word processor program and equipment of the district office. b. Three draft copies and twelve final copies of the Environmental Assessment shall be provided. c. Ten draft copies and thirty final copies of the Draft and Final Environmental Impact Statements shall be provided. d. The environmental document shall be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A. e. Exhibits in the environmental document shall be limited to 297 millimeters by 420.5 millimeters (11 inches by 17 inches) where possible.

RIGHT-OF-WAY DATA
(Function Code 130)

Services Provided By:
Surveyor County

NOTE: No work involving right-of-way (ROW) data is to be performed until the County has given the engineer written approval of the final location of the proposed ROW lines as approved by TxDOT.

YES NO 1. Ownership Data in a .dgn file
- a. The entire project limits.
- b. Compensable utility ownership who have property rights on ROW shall be researched and provided.
- c. For each drainage outfall property
- d. For each irrigation structure pipe.

YES NO 2. Parcel plats & Right-of-Way Map
- a. A ROW map, parcel plats and field notes shall be prepared and furnished.
- b. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
- c. ROW map must depict all improvements affecting ROW.

YES NO 3. Utilities (Compensable)
- a. Property ownership with recording information shall be shown on ROW Map and Parcel Plats with distance ties to property corners in an effort to locate utility.

YES NO 4. Field Notes
- a. Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW Map
- b. Computation Sheets for Survey Closure and Area for Each Parcel.
- c. Ground surveys and preparation of parcel maps, legal descriptions, and right of way maps.

YES NO 5. Survey and Stake Right-of-Way

YES NO 6. Records as Required by the County and State
- a. Records used to establish ownership

YES NO 7. General Guidelines for Preparation of Right-of-Way Maps (Sample ROW Maps and Parcel Plats and field notes attached)

General Specifications

a. All data submitted by the surveyor will be legible, organized and well documented.

b. The surveyor shall provide temporary signs and shall control traffic near surveying operations adequately to comply with provisions of the MUTCD; a copy of which the Surveyor acknowledges has been furnished to him. All signs, flags, and safety equipment are to be provided by the surveyor.

c. Permission to enter private property for surveying (Right-Of-Entry) shall be the sole responsibility of the surveyor.

d. The surveyor will be held responsible for the correctness of his services. The surveyor will be responsible for the completion of his services.

e. The surveyor will be required to complete the attached "Right-of-Way Map Checklist" and submit along with the completed R.O.W. map. All requirements of attached R.O.W. map

checklist must be complete, accurate and also considered to be essential and is a part of this contract.

Project specific scope of services

FC 130 – Right of Way Data – Abstract analysis, development of ROW Map sheets including parcel plats and field notes with Metes & Bounds field descriptions, and Title Commitments.

FC 150 – Field Surveying for Parcel Mapping – Recover horizontal & vertical control, locate and field tie existing ROW and boundary corners. Update topography, and reestablish corners for ROW map revisions.

SURVEYING SCOPE OF SERVICES FOR PARCEL MAPPING

RIGHT-OF-WAY DATA

Right-of-Way Documents - The **Surveyor** will utilize State examples and provide the following:

General

a. Abstracting: The **Surveyor** will determine Ownership Data.
b. Prepare individual parcel maps and field notes as needed to properly describe the right-of-way the **State** is to acquire.
c. All procedures involving right-of-way maps will be in accordance with the **State's** Right-of-Way Book I and Book II, the **State's** local operating procedures and according to the Texas Board of Professional Land Surveying Practices Act.
d. All required documents will be in English units.
e. The **Surveyor** will monument all corners with a 5/8 inch iron rod with a Surveyor's plastic cap on all parcel boundary corners.
f. The **Surveyor** will provide to the State a copy of Instruments of Record.
g. The **Surveyor** will attach graphics files compatible with the latest version of Micro-Station graphics software.
h. The **Surveyor** will attach documents or text files compatible with the latest version of Word software.

Parcel Plats

a. A parcel plat will be prepared for each parcel of land to be acquired. The **State** has developed standard formats for parcel plats, copies of which the **Surveyor** will request and secure for all purposes
b. Parcel boundary lines will be delineated with appropriate bearings, distances, and curve data.
c. Private property lines will be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired.
d. League lines and survey lines will be shown and identified by name and abstract number.
e. A north arrow will be shown on each sheet and, if possible, in the upper right hand corner.
f. Monumentation set or found will be shown and described as to material and size.
g. A station and offset will be shown for each PC, PT, and angle point in the proposed right-of-way lines and the existing right-of-way lines in areas of no proposed acquisition.
h. Intersecting streets will be shown and identified by name and right-of-way width.
i. A parent tract inset will be shown for each parent tract.
j. A note will be included on each map sheet stating the basis of bearings, coordinates, and datum used.
k. Appropriate notes will be included on the title sheet stating the following:
    a. Month(s) and year abstracting was performed upon which the map is based.
    b. Month(s) and year field surveys were conducted upon which the map is based.
    c. Month and year map was completed by the **Surveyor**.
l. The right-of-way account number and R.O.W. CSJ if available will be shown on each parcel map sheet.
m. All parcel maps should be 8-1/2" x 11" signed and sealed by a Registered Professional Land Surveyor and note referencing legal description.
n. The acreage of the part taken should be shown to three decimal places, rounded.

Field Note Descriptions - A field note description will be prepared for each parcel of land to be acquired. Field note descriptions will include, but need not be limited to, the following:

a. The field note description will begin with a general description that will include, as a minimum:
   a. State, county, and city within which the proposed parcel of land to be acquired is located.
   b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
   c. A reference, by name, to the grantor and grantee, date, and recording data of the most current instrument(s) of conveyance describing the parent tract.

b. The field note description will continue with a metes and bounds description that will include, as a minimum:
   a. A point of commencing (outside property corner).
   b. A point of beginning on proposed R.O.W. line.
   c. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   d. A description (8-1/2" x 11") of all monumentation set or found to include, as a minimum, size and material.
   e. All field note descriptions will be signed and sealed by a Registered Professional Land Surveyor.
   f. Note referencing parcel plat.

PHARR DISTRICT
ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
TXDOT Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____ _____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects. Pharr District ROW will not accept project without this checklist.)

MAP

General
___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Microstation and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements
___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements
___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:
___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*

___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines
___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ Type II Monumentation i.e. P.C., P.T., Break Points and 1500' intervals
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc...
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

* *DO NOT SEAL MAP*

FIELD NOTES

Heading

___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels

Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence

___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel
___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH
___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET
___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By: Engineer	County	
		1. Field Surveying
NO	NO	a. Primary Project Control - 3 to 5 miles spacing Precision shall be 1 part in 20,000 or better, unless otherwise directed by the district engineer. (1) Establish horizontal control points (2) Establish vertical control points NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960
NO	NO	b. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans. • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer. • The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds. • The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.) • The unadjusted vertical error should not exceed 0.03 foot per mile of traverse. (1) Project control base lines
NO		(2) Photogrammetric ground control
NO		(a) Establish horizontal control
NO		(b) Establish vertical control points
NO		(c) Place and maintain control point targets
NO	NO	c. Other Field Surveying

(1) The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control. Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x,y,z for each Benchmak. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. The surveyor shall provide A H&V Book (a Sample shall be provided by the Engineer to the Surveyor). The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion in the H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.

(4) Field locate cross culverts, driveway culverts, inlets, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall also paint the proposed centerline on the existing pavement as approved by Engineer. (500-ft stations and a tick mark at 100-ft. stations –12 inches long with approved paint by Engineer) before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street).

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.

(9) Tie Horizontally and Vertically any existing storm drain system that lies within the existing proposed ROW including the pipe inverts/flow lines and elevation of the outfall of said recovered existing storm drain systems.

NO NO (10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – the surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

NO NO (11) Additional Field Surveying as shown below:

(A) IRRIGATION LINES – The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide a Field Book to the engineer.

(B) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities along the outfalls identified on the Hydrologic Map.

Driveways and Turnouts

(a) Inventory commercial entrances, public roads and side streets separately.

(b) Obtain centerline station. (Width at ROW, PAV'T and existing radius.

(c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.

(d) Obtain elevations at both edges of the driveway or turnout in line with the side drain.

NO NO (12) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)

NO NO (13) Soil core hole staking -

NO NO (14) Determine changes in topography from voids and outdated maps due to development, erosion, etc.

NO NO (15) Profiles of existing drainage facilities

NO NO (16) Measurement of hydraulic opening under existing bridges

NO NO (17) Obtain elevations of manholes and valves of utilities

NO NO (18) Provide temporary signs, traffic control, flags, safety equipment, etc.

NO NO (19) Ties to existing bridges or culverts that may conflict with new construction.

N/A N/A (20) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.

NO NO (21) Inventory signs, mailboxes, and driveways

NO NO (22) Survey controlled data sheets per TxDOT guidelines.

N/A N/A 2. Photogrammetric Products

a. Uncontrolled Photography
   (1) Contact Prints
   (2) Mosaics
   (3) Digital ortho plots

b. Mapping
   (1) Planimetric Maps
   (2) Contour Maps
   (3) Cross Sections
   (4) Profiles
   (5) Digital Terrain Models (DTM)

ROADWAY DESIGN CONTROLS
(Function Code 160)

Services Provided By:
Engineer County

1. Geometric Design

YES NO a. Horizontal and Vertical Alignment
YES NO b. Schematic Layout
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
   (2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
   (3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
   (4) The tentative ROW limits.
      (a) Provide a roadway Microstation file of the preliminary earthwork to verify ROW requirements.
      (b) Provide a graphics file containing the approved schematic.
   (5) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway lanes, ramps, frontage roads, and cross roads.
   (6) The current and projected traffic volumes as provided by TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
   (7) The control of access lines if Interstate or designated under House Bill 179.
   (8) Direction of traffic flow on all roadways.
   (9) Location and width of median openings for highway without access control.
   (10) The geometric of speed change (acceleration, deceleration, climbing) lanes.
   (11) Complete & provide the TxDOT Schematic Checklist.

Services Provided By: Engineer	County	
YES	NO	2. General Guidelines for Project Development (Completed)

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable.

The layout shall be submitted for two-lane highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY and TxDOT have given the engineer written approval of the preliminary schematic layout.**

b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.

c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.

d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.

g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

h. The engineer shall furnish project files that are compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**

NO	NO	3. Exhibit for Airway/Highway Clearance Permits

Services Provided By: Engineer	County		
		4.	Grading Design
NO	NO	a.	Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate.
YES	NO	b.	Typical Sections
NO	NO	c.	Design Cross Sections
NO	NO	d.	Determine Cut and Fill Quantities
N/A	N/A	e.	Slope Stability Analysis
N/A	N/A	f.	Embankment Foundation Stability Analysis
N/A	N/A	g.	Embankment Settlement Analysis
		5.	Pavement Design
NO	NO	a.	Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure.
NO	NO	b.	The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c.	Embankment and Subgrade
			(1) Soil Core Holes
NO	NO		(a) Along center line
NO	NO		(b) Along center line of each roadway
			The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)
NO	NO		(2) Identify, interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
NO	NO	d.	Traffic Data for Pavement Design by **STATE**
NO	NO	e.	Basic Design Criteria
NO	NO	f.	Life Cycle Cost Analysis (es)
NO	NO	g.	Cost Data
NO	NO	h.	Pavement Material Properties
NO	NO	i.	Rehabilitation Investigations
NO	NO		(1) Core Hole Survey (Show cost estimate with Function Code 110)
			(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

DRAINAGE
(Function Code 161)

Services Provided By: Engineer	County	
		All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the **COUNTY & STATE**.
		1. Hydrologic Studies, Discharges
YES	NO	a. Drainage area maps showing existing conditions and proposed improvements.
YES	NO	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
N/A	N/A	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
NO	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
NO	NO	(3) Culverts
NO	NO	(4) Bridge waterways
NO	NO	(5) Channels
NO	NO	(6) Storm sewers/inlets
NO	NO	(7) Pump stations
NO	NO	(8) Storm Water Management facilities
NO	N/A	(9) Other
		(a) Irrigation Canals/Siphons
NO	NO	b. Hydraulic report(s)
NO	NO	c. Federal Emergency Management Agency (FEMA) floodway requirements
NO	NO	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted

Services Provided By: Engineer	County		
		3.	Layout, Structural Design and Detailing of Drainage Features
		a.	Culverts
NO	NO		(1) New culverts
NO	NO		(2) Culvert widening and/or lengthening
NO	NO		(3) Culvert replacements
		b.	Storm sewers
NO	NO		(1) New storm sewers
NO	NO		(2) Modify existing storm sewers
NO	NO		(3) Inlets
NO	NO		(4) Manholes
NO	NO		(5) Trunk lines
NO	NO	c.	Pump stations
NO	NO	d.	Subsurface drainage at retaining walls
NO	N/A	e.	Outfall channel(s) within the ROW
NO	NO	f.	Outfall channel(s) outside the ROW
NO	NO	g.	Detention Pond(s) within the ROW
NO	NO	h.	Detention Pond(s) outside the ROW
NO	NO	i.	Summary of Quantities
NO	NO	j.	Storm Water Management facilities
NO	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
NO	NO	5.	Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170).

SIGNING, MARKINGS AND SIGNALIZATION
(Function Code 162)

Services Provided By: Engineer	County		
NO	NO	1.	Signing and Markings Layout

a. Requirements (Separate Layout)
   (1) Roadway layout
   (2) Center line with station numbering
   (3) ROW lines
   (4) Culverts and other structures that present a hazard to traffic
   (5) Location of utilities, if not shown on plan and profile
   (6) Existing signs to remain, to be removed, to be relocated
   (7) Proposed signs (illustrated and numbered)
   (8) Existing overhead sign bridges to remain, to be revised, removed or relocated
   (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout)
   (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
   (11) Quantities of existing pavement markings to be removed
   (12) Proposed delineators and object markers

b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided:
   (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps
   (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
   (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
   (4) The projected traffic volumes as provided by the **STATE** (20 year traffic projection, unless otherwise determined by the District Engineer)
   (5) Tentative ROW limits
   (6) Direction of traffic flow on all roadways
   (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations

NO	NO	2.	Summary of Small Signs Tabulation
NO	NO	3.	Summary of Large Signs Tabulation including all Guide Signs
NO	NO	4.	Sign Detail Sheets

a. All signs except route markers
b. Design details for large guide signs
c. Dimensions of letters, shields, borders, corner radii etc.
d. Designation of shields attached to guide signs
e. Designation of arrow used on exit direction signs

Services Provided By: Engineer	County	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
NO	NO	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
NO	NO	(2) Photographs as appropriate
NO	NO	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
NO	NO	(a) Existing
NO	NO	(b) Estimated
NO	NO	(c) Projected
NO	NO	(d) Pedestrian
NO	NO	(5) Traffic Survey - Count Analysis
NO	NO	(6) Recommendation based on above data
NO	NO	b. Layout
		(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)

Services Provided By: Engineer	County	
		5. Traffic Signals (Continued)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
NO	NO	(a) Confirm power source
NO	NO	(b) Discuss route of aerial or underground interconnect cable (when applicable)
NO	NO	(c) Adjustment of overhead utility lines
NO	NO	(2) Prepare governing specifications and special provisions list
NO	NO	(3) Prepare project estimate
NO	NO	d. Summary of Quantities

MISCELLANEOUS (ROADWAY)
(Function Code 163)

Services Provided By: Engineer	County		
		1.	Retaining Walls
		a.	Structural Details
NO	NO		(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
NO	NO		(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
NO	NO		(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b.	Alternate Patented Retaining Walls at all locations. (Layouts Only)**
NO	NO		(1) Mechanically Stabilized Earth
NO	NO		(2) Concrete Block Wall Systems
NO	NO		(3)
NO	NO	c.	Retaining Wall Layout (PLAN)
			(1) Designation of reference line
			(2) Beginning and ending retaining wall stations
			(3) Station of each retaining wall joint***
			(4) Offset from reference line
			(5) Horizontal curve data
			(6) Number of retaining wall panels and lengths***
			(7) Total length of wall
			(8) Indicate face of wall
			(9) All wall dimensions and alignment relations (alignment data as necessary)
			(10) Soil core hole locations
NO	NO	d.	Retaining Wall Layout (ELEVATION)
			(1) Top of wall elevations at each joint*** or intervals****
			(2) Existing and finished ground line elevations
			(3) Height of stem at each joint***
			(4) Wall panel designations***
			(5) Top of footing elevations***
			(6) Limits of measurement for payment****
			(7) Type, limits and anchorage details of railing (If applicable)
			(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
NO	NO	e.	Foundation Studies (Show cost estimate with Function Code 110)
NO	NO		The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
NO	NO	f.	Stability Analysis (the Engineer shall estimate this task as part of his bid to complete the work).
NO	NO	g.	Estimate
NO	NO	h.	Summary of Quantities
NO	NO	i.	Typical X-section.

Services Provided By: Engineer	County	
		1. Retaining Walls (continued)
NO		j. General Guidelines for Retaining Walls (1) The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.** (2) The ground water level should be observed at the water strike. (3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual. (4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.
NO	NO	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flagperson, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.

Services Provided By: Engineer	County	
		3. Illumination
NO	N/A	a. Preliminary Roadway Illumination Layout and Circuit Layout
		(1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following:
		(a) The location of interchanges, main lanes, grade separations, frontage roads and ramps
		(b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps
		(c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes
		(d The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer)
		(e) Tentative ROW limits
		(f) Direction of traffic flow on all roadways
		(g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
NO	NO	b. Final Roadway Illumination and Electrical Circuit Layouts
		(1) Roadway layout showing pavement edges and shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use department standard symbols for lighting and electrical.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated.
		(9) Existing service poles, electrical circuits, ground boxes, etc.
		(10) Contact electric utility for service pole locations, voltage characteristics.
		(11) Location of proposed sign lighting circuits and roadway illumination.
		(12) Proposed electrical circuits.
		(13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
NO	NO	c. General Guidelines for Illumination (If applicable)
		The **Engineer** shall submit to the **COUNTY**, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the **STATE**. Two copies of the layout sheets are to be submitted. One copy will be returned to the **Engineer** showing corrections that are to be made by the **Engineer**. When final plan submission is made, the **Engineer** shall provide a written statement regarding completion of the corrections.

Services Provided By: Engineer	County		
		4.	Miscellaneous Drafting/Standards
NO	NO		a. Erosion Control
NO	NO		b. Landscape Development
NO	NO	5.	Compute and Tabulate Quantities
NO	NO	6.	Special Utility Details (Irrigation lines)
		7.	Miscellaneous Structures
			a. Type of Structure*
			(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
NO	NO		(a) New O.S.B. structure(s)
NO	NO		(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
NO	NO		(2) High Mast Illumination Poles (HMIP)
NO	NO		(3) Traffic Signal Supports
NO	NO		(4) Conventional Illumination Poles
NO	NO		(5) Sound Barrier Walls
NO	NO		b. Checklist for Layouts
			(1) Reference appropriate O.S.B. standard
			(2) Drilled shaft size and length
			(3) Soil strength used for design {indicate basis and boring(s) used}
			(4) Design height
			(5) Tower heights
			(6) Leg spacings
			(7) Design wind speed
NO	NO		c. Foundation Studies The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8.	Agreements
NO	NO		a. Utility Agreements
NO	NO		b. Exhibits for Utility Agreements
N/A	NO		c. Railroad Agreements
			d. Railroad Exhibits
N/A	N/A		(1) Railroad Underpasses
N/A	N/A		(2) Railroad Overpasses
N/A	N/A		(3) Railroad Grade Crossing (Replanking)
N/A	N/A		(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A		(5) Other Miscellaneous Sketches for Railroads
NO	NO		e. Traffic Signal Agreements
NO	NO		f. Exhibits for Traffic Signal Agreements
NO	NO	9.	Estimate
NO	NO	10.	Specifications and General Notes

BRIDGE DESIGN
(Function Code 170)

Services Provided By: Engineer	County		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	____
NO	NO	(2) Overpass(es)	____
N/A	N/A	(3) Main Lanes	____
N/A	NA	(4) Direct Connector(s)	____
N/A	N/A	(5) Ramp Bridge(s)	____
NO	N/A	(6) Waterway Structure(s)**	____
N/A	N/A	(7) Pedestrian Structure(s)	____
N/A	N/A	(8) Utility Structure(s)	____
N/A	N/A	(9) Railroad Underpass(es)	____
N/A	N/A	(10) Railroad Overpass(es)	____
N/A	N/A	11) Bridge Classification Culvert(s)**	
N/A	N/A	(11) Alternate Structural Designs	____
N/A	N/A	(12) Alternate Foundation Design	
		Total New Structures =	____
		b. Existing Structure(s)	____
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	____
NO	NO	(2) Bridge Replacement	____
NO	NO	(3) Raising Bridge Elevation	____
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	____
N/A	N/A	(5) Railroad Overpass(es)	____
N/A	N/A	(6) Railroad Underpass(es)	____
N/A	N/A	(7)	____
		Total Existing Structures =	0

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the **engineer** should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

Services Provided By: Engineer	County	
NO	NO	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and superelevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

Services Provided By: Engineer	County	
		2. Preparation of Bridge Layouts (each bridge) (Continued)

b. Bridge Layouts (ELEVATION)
(1) Type of foundation.
(2) Finished grade elevations at beginning and end of bridge.
(3) Overall length of structure.
(4) Length, type of spans and units.
(5) Type of railing.
(6) Minimum calculated vertical clearance(s).
(7) Existing and proposed ground lines clearly marked.
(8) Grid elevations and stations.
(9) Bent numbers encircled.
(10) Stationing of bridge compatible with grid stations.
(11) Standard title.
(12) Profile grade data.
(13) Type of riprap.
(14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
(15) Fixed/expansion condition of all bents.
(16) Column "H" heights.
(17) Number, size and length of foundations.

c. Additional layout requirements for waterway structures and bridge classification culverts.
(1) Design and 100-year peak discharges.
(2) Design and 100-year high water (HW). (Recorded HW and date if available.)
(3) Natural and through-bridge velocities for design and 100-year floods.
(4) Calculated backwater for design and 100-year floods.
(5) Direction of flow for waterway crossings.
(6) Contours for water crossing.

NO	NO	3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
NO	NO	4. Foundation Studies (Show cost estimate with Function Code 110) The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
NO	NO	5. Bridge Total Quantities and Cost Estimates (each bridge)
NO	NO	6. Bridge Special Provisions and Specifications (each bridge)
NO	NO	7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.

Services Provided By: Engineer	County
NO	

8. General Guidelines for Bridge Design

a. The **engineer** shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

- TxDOT Design Division, when applicable:
  - Railroad Companies
  - FHWA
  - U.S. Army Corps of Engineers
  - U.S. Coast Guard
  - Bureau of Reclamation
  - Texas Parks and Wildlife
  - Others

Therefore, the bridge layout should be submitted at the earliest possible date and the **engineer's** design schedule should reflect this.

b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
Engineer County

8. General Guidelines for Bridge Design (Continued)

   d. The **engineer** shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The **engineer** shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**
   e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
   f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).
   g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the **engineer** upon request. These standards shall not be redrawn by the **engineer** nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the **engineer** shall not be identified as standards.
   h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.
   i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.
   j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
   k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

FC 600 **– ACQUISITION PROVIDER SERVICES**

(Services to be provided by L&G Engineering)

1) Project Administration

a) Negotiation of Scope of Services for Work Authorization
   i) Acquisition Provider will visit project site with COUNTY personnel if necessary.

b) Project Presence at L&G Consultant Office Headquarters
   i) Full Project Office
      (1) No Joint Use of County or TxDOT facilities
      (2) Open during normal County and State work hours
      (3) Personnel available to answer questions
      (4) Availability of Project Files
      (5) At least one office staff member is required to be a current commissioned notary public.

c) Overhead Costs
   i) Administrative costs

d) Communication
   i) Provide monthly progress reports with invoice.
   ii) Participate in project review meetings as determined by the County.
   iii) Prepare initial property owner contact list for use by the County in distribution of Acquisition Provider introduction letters.

e) File Management
   i) Project and parcel files will be kept in the County's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the County office as they are generated or received by the Acquisition Provider, if necessary.
   ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
   iii) Maintain records of all payments including check number, amount, and date paid, etc.
   iv) Provide copies of all incoming and outgoing correspondence as generated if requested by County at provider conference.
   v) Maintain copies of all correspondence and contacts with property owners.

2) Title Services

a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment.

b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work.

c) Secure title insurance for all parcels acquired, insuring acceptable title to the County of Hidalgo. Written approval by the County required for any exception. Title Insurance shall be paid for by Hidalgo County.

3) Appraisal

a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.

b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider, after diligent effort, is unable to secure the necessary letter of

permission from the property owner, a waiver must be obtained, in writing from the County/TxDOT. Maintain permission letters with appraisal reports.

c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable County/TxDOT forms.

d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to County policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

f) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.

g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by the County of Hidalgo.

h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by L&G Engineering and/or the County.

i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.

j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

4) Appraisal Review

a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.

b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/County policies and procedures and the Uniform Standards of Professional Appraisal Practices.

c) Prepare and submit to the County the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

5) Appraisal Updates

a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5, which will be furnished to the provider by TxDOT. These reports shall conform to County/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

b) As necessary, prepare written notification to County/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by the County of Hidalgo.

c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the County.

d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the County.

e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.

6) Negotiation, Tasks, and Fees

a) Analyze appraisal and appraisal review reports and confirm the County's approved value prior to making offer for each parcel.

b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by County/TxDOT on applicable County/TxDOT forms.

d) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal, (unless property owner refuses to sign it, it will be so noted) for billing purposes.

f) Respond to property owner inquiries verbally and in writing within two business days.

g) Prepare a separate negotiator contact report for each parcel per contact.

h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.

i) Advise property owner on the Administrative Settlement process. Transmit to County any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with County/TxDOT policy and procedures.

j) Prepare final offer letter, documents of conveyance as necessary.

k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.

l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.

m) Provide a monthly progress report per parcel by the 25th of the month with invoice.

n) The consultant shall, as part of this proposal, estimate 10% of the 55 parcels may end up in condemnation. The consultant shall be available for any meeting/hearings as requested by the County Attorney.

7) Closing Service Fees

a) Coordinate with County and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the County.

b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.

c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to County for acceptance by the County Commissioners.

8) Relocation Assistance Services (N/A)

1) There are an estimated 0 relocations or displacements for this contract and L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)

2) L&G will provide advisory services to business displacements and relocate them effectively. (N/A)

3) TxDOT will review, approve and pay for all relocation costs as per ROW Agreement. (N/A)

9) Condemnation Support

a) Pre-Hearing Support

i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.

ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor if applicable.

iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the County Office for submission to the County Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the County Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developed by the County Attorney; the attorney shall file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.

vii) The County attorney shall file the Lis Pendens including the cause number with the County Clerk's Office.

viii) Upon assignment of a court, the Court Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the County shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The County shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The County Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The County Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, County will approve the new value and the County's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The County Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the County, Appraiser, and Negotiator.

xiv) After the hearing is set, the County Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the County Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The County's Attorney shall send a reminder letter 2-3 weeks in advance to the County Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

d) Post Hearing Support (by County Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo County clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the County, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.
v) Send the Commitment and the Award to County, along with individual special commissioner's billing requesting the payment for their fees.
vi) File County warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the County Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the County Attorney's office for his further handling in accordance to the Eminent Domain process by the County.

PROJECT: FM 1925
LIMITS: from Kenyon Road to FM 907 (Old Alamo Road)
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

9/9/2011

TASK AND DESCRIPTION	FIRM	2012 OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2013 JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Work Authorization No. 1																												
Project Planning																												
Obtain Right of Entry (Surveying)	RODS																											
Existing Right-Of-Way Layout	RODS																											
Hydrologic Map	L&G																											
Utility Coordination	L&G																											
Coordination with Irrigation District	L&G																											
Schematic & Environmental Doc Development																												
Develop Schematic with Outfalls	L&G																											
Meet w/TxDOT & Revise Schematic as per Comments	L&G																											
TxDOT & County approves Schematic	TxDOT																											
Review Previously Completed EA	L&G																											
Meet with TxDOT regarding Environmental Document	L&G																											
Prepare Environmental Documental to District	L&G																											
Meet with affected Property Owners (MAPO)	L&G																											
Prepare summary of MAPO	TxDOT																											
Approval by TxDOT/FHWA	TxDOT																											
ROW Mapping (Approx. 15 Parcels)																												
Develop ROW Map, Parcel Sketches & Field Notes	L&G																											
TxDOT Review	TxDOT																											
Revisions as per TXDOT Comments	L&G																											
TxDOT Approve ROW Map	TxDOT																											
ROW Acquisition (Approx. 15 Parcels)																												
Project Administration	L&G																											
Coordination with County and TxDOT	L&G																											
Title Commitments	L&G																											
Appraisal Reports	L&G																											
Appraisal Review Reports	L&G																											
Appraisal Update Reports	L&G																											
Approved Values by TxDOT	TxDOT																											
Acquisition Negotiation Offers	L&G																											
Title Curative Process	L&G																											
Title Commitment Updates	L&G																											
Payments for Parcels	L&G																											
L&G Condemnation Support Process	L&G																											
Eminent Domain Proceedings by County	County																											
Title Insurance Policies	L&G																											
Consummation of Outstanding Cases	L&G																											

L&G ENGNEERING TASK
TxDOT TASK
COUNTY TASK

NOTE: THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED. IN ADDITION, THIS SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE-EVALUATION IS COMPLETE DUE TO FUNDING.

EXHIBIT "D"
FEE SCHEDULE (Part I of Phase I Only)
FM 1925 Project

ROADWAY PROJECT:	FM 1925 PROJECT
LIMITS: ...**PHASE I**	Kenyon East to FM 907
LIMITS: ... **PHASE II**	FM 907 East to FM 88
EXISTING ROADWAY SECTION:	40' -- Rurual
EXISTING ROW WIDTH:	80 Varies
PROPOSED ROADWAY SECTION:	4-lane divided urban with Grade Separations (FM 907, Hid Loop, FM 493 & FM 88)
PROPOSED ROW WIDTH:	Varies 120ft - 150ft
ESTIMATED CONSTRUCTION COST **PHASE I**	**$4,000,000.00**
ESTIMATED CONSTRUCTION COST **PHASE II ROADWY FM1925**	$28,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II COUNTY ROAD CONNECTIONS**	$6,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II OVERPASSES (4 ESTIMATED)**	$35,000,000.00
ESTIMATED CONSTRUCTION COST **PHASE II**	**$69,000,000.00**
LENGTH: **PHASE I**	1 Miles
LENGTH: **PHASE II**	7 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	*LOCAL*
WORK AUTHORIZATION NO. 1 (Part I of Phase I)		
PHASE I - PLANNING & PUBLIC INVOLVEMENT		
Schematic **PHASE I**		$ 57,600.00
Hydrological Map		$ 30,000.00
Surveys for Schematic (Preliminary ROW Mapping, H&V Control) **PHASE I**		$ 20,000.00
Coordiate Environmental Assessment with TxDOT **PHASE I**		$ 35,000.00
Limited Public Involvement for Environmental Assessment **PHASE I**		$ 20,000.00
SUB-TOTAL BUDGET FY 2012	$ -	**$ 162,600.00**
PHASE I - DESIGN, ROW MAPPING & UTILITIES		
Compensible Utilities, Management Oversight	$ -	$ 22,500.00
ROW Map (ESTIMATED 15 PARCELS)		$ 52,500.00
SUB-TOTAL BUDGET FY 2012	$ -	**$ 75,000.00**
PHASE I- ROW ACQUISTION		
Right-of-Way Costs - Acq.Services @ (est. 15 Parcels @ $12,800/Parcel Avg.)		$ 192,000.00
Roadway Right-of-Way Costs - (40 ft. for 1 mile @ $3.00/sq ft)(STATE 98%)(LOCAL=2%) After "EDC"	$ 620,928.00	$ 12,672.00
Relocated Homes/Businesses	$ -	$ -
Transmission line Adjustments and High Pressure Gas lines (STATE 98%)(LOCAL=2%)	$ -	$ -
SUB-TOTAL BUDGET FY 2012	$ 620,928.00	**$ 204,672.00**
TOTAL PART I OF PHASE I		**$ 429,600.00**

Work Authorization No. 1 (Part I of Phase I) **FY 12** $ 429,600.00

State Estimated Cost

Local Estimated Cost

9/7/2011

APPROVED

AI-28500 **22. C. 2.**
CC REGULAR
Meeting Date: 09/13/2011
Submitted For: Marcos Lopez, Pct 4 (Gloria) **Submitted By:** Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

a. Approval of the final negotiated Engineering Services Contract with the No. 1 ranked firm of L & G Engineering for the provision of Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4;

b. Authorization and approval of Work Authorization No. 1 in the amount of $429,600.00 from L & G Engineering in connection with Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
DBM is going to address the funding source for this item.

Attachments

contract
WA

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/09/2011 03:08 PM
Budget & Management	Merlen P. Munoz	09/09/2011 03:22 PM
Purchasing Department	Marty Salazar	09/09/2011 03:08 PM
Budget & Management	Merlen P. Munoz	09/09/2011 03:22 PM
Manuel Chapa Auditor's Office		

Form Started By: Monica Badillo Started On: 09/09/2011 10:23 AM

CC Approved on 9/13/2011

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 13, 2011
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 in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** All Present
2. **Pledge of Allegiance** All
3. **Prayer** Com. Quintanilla
4. **Approval of Consent Agenda** 11--B2 11C, 11D, 11 k
5. **Open Forum**

no action

6. AI-28498 Appointment of Judge to the Office of County Court at Law #7 September 13, 2011

7. **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"

approved

B. AI-28437 Approval to accept a settlement check from Allstate Insurance Company in the amount of $931.21 to settle auto accident with County vehicle. (HIDTA)

approved

C. AI-28435 Approval to accept a settlement check from State Farm Insurance Company in the amount of $588.60 to settle auto accident with County vehicle. (Sheriff's Office)

D. AI-28481 Texas Cooperative Extension:
Requesting permission for one (1) employee to travel to Austin, Texas on September 13-16, 2011 for Texas Obesity Awareness Week - 2011 Texas Health Champion Award (expenses to be paid by the Dell Center)

presentation only

E. AI-28485 1. Presentation by Texas Organ Sharing Alliance regarding the Hidalgo County's "Tree of Hope" Planting Ceremony on Friday, September 16, 2011

presentation only

2. Presentation by United Blood Services regarding Hidalgo County Employee Blood Drive on Tuesday, September 20, 2011

approved

F. AI-28491 Status update regarding Operation Clean Slate. – advertising!!

G. AI-28488 Request from the Rio Grande Regional Water Authority for a Local Match Pledge in the amount of $18,966.89 to fund an Alternative Regional Water Supply Feasibility Study

8. **Constables:**

A. AI-28405 Constable Pct. #3 - Border Security Crime Reduction Operation Grant (1284):
Requesting approval to submit a request to the Office of the Governor to transfer all funds budgeted in the Bulletproof Vests (obj. codes 668 or 748) and Vehicle Operating Costs (obj. code 672) line items into the New Vehicle Purchase (obj. code 741) line item.

9. **County Judge's Office:**

CC Approved on 9/13/2011

CC Approved on 9/13/2011

0002	Registered Nurse IV	17	16

approved

b. Approval of revised salary schedule.

22. **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**

approved

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**

Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

approved a-c

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

approved a-c

c) Emergency situations occurring since last agenda meeting

B. **Budget & Management**

1. AI-28364 DBM - Workers' Comp. Division:

a. Authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard's awarded vendor, Philpott Motors-Contract No. 358-10), Two (2) New or newer 2011 Ford F-150 with Extended Cab upgrade in the amount of $34,804.50 to include a one time administrative fee of $400.00 for a total of $35,204.50 -Project #2011-244-OGG);or in the alternative,

approved

b. Authority to advertise sealed competitive procurement for the purchase of: Two (2) New or newer 2011 or newer Ford F-150 with Extended cab upgrade in the amount of $34,804.50 to include pricing and delivery fees for -Project #2011-244-OGG); to include options as described on attached specifications or equivalent.

no action

C. **Pct. 4**

1. AI-28482 Discussion and action related to the selection/ranking of engineering services in connection with the Safe Routes to School (SRTS) grant project received by Hidalgo County and partnering with Edinburg ISD and the City of Edinburg.

no action

2. AI-28500 a. Approval of the final negotiated Engineering Services Contract with the No. 1 ranked firm of L & G Engineering for the provision of Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4;

approved

b. Authorization and approval of Work Authorization No. 1 in the amount of $429,600.00 from L & G Engineering in connection with Engineering Services for the widening and reconstruction of the FM 1925 project in the general vicinity of Kenyon Road to the general vicinity of FM 907 in Hidalgo County Precinct No. 4

approved

D. **District Courts**

1. AI-28483 a. Approval to proceed to provide Hon. Noe Gonzalez, Presiding Judge, 370th State District Court the three nominated firms for the scoring/grading/evaluating of said firms for presentation to CC for ranking and thereafter proceed with negotiation process for engagement to: Seek funding sources for assistance and efficiency of the 370th State District Court as it pertains to Human Trafficking and Violence against Women;

approved

b. Recommendation by Hon. Noe Gonzalez for CC to assign/designate himself and his court staff to score/grade and evaluate the firms for presentation of grid to CC for ranking.

approved

CC Approved on 9/13/2011

AI-45685 **Purchasing Department** **17. E. 3.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Comm. J. Palacios, HC-Pct. 4 **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Accept and approve final negotiated **"professional appraisal services"** agreement with **George Jaime Salazar, II** d/b/a **APPRAISAL HAUS** for **"Job Specific"** Project: Appraisal Services for the **"Sale of Properties"** within **Precinct 4**, as approved for negotiations by CC on 06-17-14.

BACKGROUND

Prof Svcs Agreement# C-14-278-07-29-George Jaime Salazar, II d/b/a APPRAISAL HAUS
email from Pct 4- proceed

Fiscal Impact

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

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

BUDGETARY IMPACT:

To be provided by Precinct 4 staff

Attachments

email frm legal-approved contract format-Appraisl Haus

Contract Appraisal Haus - Sale of Properties

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/24/2014 04:14 PM
Budget & Management	Debbie Tamez	07/25/2014 09:12 AM
Manuel Chapa	Manuel Chapa	07/25/2014 04:58 PM
Auditor's Office	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Letty Saenz Started On: 07/24/2014 03:25 PM

Final Approval Date: 07/25/2014

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve - C-14-278-07-29-George Jaime Salazar, II dba APPRAISAL HAUS - "SALE OF PROPERTIES" - PCT 4

From : Steve Crain <scrain@atlashall.com> Thu, Jul 24, 2014 03:33 PM

Subject : RE: Review & Approve - C-14-278-07-29-George Jaime Salazar, II dba APPRAISAL HAUS - "SALE OF PROPERTIES" - PCT 4

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The Appraisal House contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, July 24, 2014 3:23 PM
To: Steve Crain
Cc: Maria Lucio; Marcos Lopez; Jesus Ozuna; Darlene betancourt
Subject: Review & Approve - C-14-278-07-29-George Jaime Salazar, II dba APPRAISAL HAUS - "SALE OF PROPERTIES" - PCT 4

Mr. Crain-

Please review and approve as to form (attached hereto) **Professional Services Agreement** # **C-14-278-07-29** with **George Jaime Salazar, II** dba **APPRAISAL HAUS** for the purposes of Appraisal Services for the **"Sale of Properties"** within **Hidalgo County Precinct No. 4.**

****Note: will be placing on next weeks 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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-14-278-07-29

THIS AGREEMENT is made effective the **29TH** day of **JULY, 2014**, by and between the **County of Hidalgo, Texas** ("County") and **GEORGE JAIME SALAZAR, II** d/b/a **APPRAISAL HAUS** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for "job specific" project: **Appraisals Services** for "job specific" **"SALE OF PROPERTIES**" located within **Hidalgo County Precinct No. 4**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Services", and

WHEREAS, from which "Professional Appraiser" has been selected from the "Pool" of pre-qualified Appraisers from response to the Request for Qualifications (RFQ), and

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

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

WHEREAS, County has selected the Appraiser to provide the review appraisal services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Appraisers.

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

1. Scope of Services. Appraiser agrees to provide to County "job specific" project: **Appraisals Services** for "job specific" **"SALE OF PROPERTIES"** located within **Hidalgo County Precinct No. 4** as shown in Exhibit "A" attached hereto and entitled "Services to be provided by the Appraiser". ***In the event the Appraiser does not provide the fair market value appraisal prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and a fair market value appraisal is secured from another firm, Appraiser will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Appraiser that Hidalgo County has caused or delayed thus preventing the Appraiser from meeting the specified agreed upon deadline to provide the fair market value appraisal ordered, Appraiser must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. Non-Exclusive Services of Appraiser. Hidalgo County reserves the right to request these services from other sources other than the Appraiser and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Contract is for a period of **one (1) year**, effective **JULY 29, 2014**, and will expire **JULY 28, 2015** or unless sooner terminated as provided herein. The Appraiser will not begin work or incur costs until authorized in writing by the County for each "Purchase Order".

4. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Appraiser the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Appraiser. The Appraiser is authorized to submit periodic requests for payment within thirty days after completion of each purchase order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for

payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Appraiser agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Appraiser shall be mailed to the address shown in numbered paragraph 21, hereof.

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

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

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

If the County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County will reimburse the Appraiser for the

additional work at the same rate of pay established in Exhibit “B”, “Basis for Payment”. If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

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

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Appraiser may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. Independent Contractor. Appraiser 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 Appraiser under this Contract. Notwithstanding the foregoing sentence, Appraiser 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. Appraiser agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Voluntary Termination. County may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Appraiser 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 department a certificate of insurance, Exhibit "C", issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided, Appraiser, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

14. Conflict. Nothing in this Contract 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 Contract 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. Entire Agreement. This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

17. Venue. This Contract shall be construed under and in accordance with the laws of

the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Hold Harmless. In the event Appraiser 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, Appraiser shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Appraiser=s intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

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

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

If to County: Hidalgo County
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Appraiser: **GEORGE JAIIME SALAZAR, II** d/b/a **APPRAISAL HAUS**
Attention: George Jaime Salazar, II, Owner
502 Wes Kuhn Street
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 Unites States mail.

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

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

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

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

25. 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).

EXECUTED as of the day and year first written above.

Approved by Commissioners' Court on _____, 2014.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

APPRAISER:
GEORGE JAIIME SALAZAR, II d/b/a
APPRAISAL HAUS

By:_____

Printed Name: George Jaime Salazar, II

Title: Owner

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

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 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisal Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2014-006-12-11-SGS

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/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 QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs and entities)
"Professional Appraisal Services Pool"
RFQ No: 2014-006-12-11-SGS

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3.	Exhibit A, Requirements	8
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5.	Exhibit C, Insurance Requirements,	4
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8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	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 18, 2013
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisal Services Pool"

RFQ NO: 2014-006-12-11-SGS

Acceptance Due Date: **DECEMBER 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 292-7000 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisal 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 request for qualifications (RFQ) 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 – 2014-006-12-11-SGS"HIDALGO COUNTY (Including all funding sources, programs, and entities)-"Professional Appraisal 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 11, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS 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 qualification 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. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.

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 Qualification. 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 Appraisal 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 11, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

16. HIDALGO COUNTY PROPOSED HOLIDAYS

2014 YEAR	
New Year's Day	01/01/14
Martin Luther King Day	01/20/14
President's Day	02/17/14
Good Friday	04/18/14
Easter	04/21/14
Memorial Day	05/26/14
Independence Day	07/04/14
Labor Day	09/01/14
Veteran's Day	11/11/14
Thanks Giving Day	11/27/14 and 11/28/14
Christmas Day	12/24/14 and 12/25/14
New Years Eve	12/31/14

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 PROPOSER.

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. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

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 Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisal Services Pool"
RFQ No: 2014-006-12-11-SGS

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.

Respondents acknowledge 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,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (firms) in order to establish a pre-qualified pool 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 Real Estate Appraisers will be for **February 09, 2014 and ending March 15, 2015.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013. 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: 2014-006-12-11-SGS, Project title: "Professional Appraisal 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 (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursements 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 (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent 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: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013 at 5:00 p.m. 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 specifies 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 -RFP 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 respondents 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 an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

C. List of 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. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

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 the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE 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. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County

   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**

   a) Qualifications of personnel - The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser 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 Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in 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) 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;

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2014-006-12-11-SGS

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. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

Internal Use Only: Commodity Code: 946-15

EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No. 2014-006-12-11-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL**
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL**
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		**TOTAL**
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

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.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				W/C 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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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

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

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"

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:
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. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out Item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES POOL

RFQ No.: 2014-006-12-11-SGS

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

_____ 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.

_____ _____

SIGNATURE DATE

EXHIBIT “A”

SERVICES TO BE PROVIDED BY APPRAISER

appraisal haus
Real Estate Valuation Services

502 West Kuhn Street
Edinburg, Texas 78541
Tel. (956) 386-1500 Cell (956) 867-6398
jaimesalazar@appraisalhaus.org

July 1, 2014

Lulu Lucio
Hidalgo County PCT #4
1501 North Doolittle Road
Edinburg, Texas 78542

RE: "Sale of Properties" Located within Hidalgo County Precinct #4

Dear Mrs. Lucio

In accordance with your request, we are pleased to present the proposal for appraisal services of 6 "Sale of Properties" Located within Hidalgo County Precinct #4

This appraisal report will comply with the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Standards Board of the Appraisal Foundation and comply with Standards of Professional Practice and Code of Ethics of the Appraisal Institute, as well as all reporting requirements of the client, Hidalgo County Precinct #4.

This letter is intended to transmit the attached scope of work and fee for the above mentioned appraisal assignment.

Thank you for the confidence placed in us by virtue of this assignment and for the opportunity of providing our appraisal services to you.

Sincerely,

George Jaime Salazar II
Certified Appraiser

Scope of the Appraisal - This appraisal requires a valuation of the fee simple estate, unencumbered by vertical interests, easements of record, or other fractional interests. This assignment requires the appraiser to perform certain basic functions in order to complete the appraisal assignment in accordance with acceptable appraisal standards and practices. An appraisal is a type of research into laws of probabilities with respect to real estate transactions. The degree of research and the amount of supporting documentation included in the appraisal is based primarily on the difficulty of the appraisal assignment, the amount and availability of data in the marketplace and the degree of presentation required by the client. The scope of this appraisal assignment is as follows:

1. Identify the property utilizing the Hidalgo County Appraisal District and Hidalgo County Records. This is also confirmed with client.

2.Perform an inspection of the property site under appraisal from the street only.

3. Investigate regional and city data which directly or indirectly affects the subject neighborhood, as of the effective date of the appraisal.

4. Analyze and report the market area data which directly or indirectly affects the subject property, as of the effective date of the appraisal.

5. Analyze the subject site and adjacent land tracts, as applicable, and estimate the highest and best use for the property as vacant and as improved, as of the effective date of the appraisal.

6. Investigate and analyze market data regarding land sales, relating to the subject property, comparable market data as it affects the subject property and the final opinion of value.

7. Employ the Sales Comparison Approach, being the only applicable approach, to determine a unit value for the subject property.

8. Reconcile the Sales Comparison Approach to value.

9. Provide the appraiser's qualification and report on the Limiting Conditions and Assumptions on which the value opinion and conclusions are based.

10. Attach pertinent addenda information as a part of the report.

In developing the opinion of value, the appraiser will made an on-site inspection of the property and surveyed the market to provide information relating to appropriate units of comparison including land values and direct comparisons such as price per square foot or price per acre.

FEE FOR APPRAISAL SERVICE

10.0 Gross Acres out of Lot 6, R. B. Curry Subdivision #4, Hidalgo County, Texas
$1,700

9.994 Acres out of the East 20 Acres of Lot 6, R.B. Curry Subdivision #4, Hidalgo County, Texas.
$1,700

9.98 Acres being the West 9.98 acres out of of Lot 16, R.B. Curry Subdivision #4, Hidalgo County, Texas.
$1,700

Tex-Mex Survey Lot 7, NW 6.60 Exc NW 1.49 5.11 Acres Block 270, Hidalgo County, Texas.
$3,000

Lots 7-12, Block 164, Edinburg Original Townsites, Hidalgo County, Texas
$3,800

To expedite the project as soon as possible the following items shall be required:
Physical Address
Access to Property
Legal Description with Metes & Bounds
Survey
Current Owner

EXHIBIT “B”

FEE SCHEDULE/COST PROPOSAL

appraisal haus
Real Estate Valuation Services

502 West Kuhn Street
Edinburg, Texas 78541
Tel. (956) 386-1500 Cell (956) 867-6398
jaimesalazar@appraisalhaus.org

July 1, 2014

Lulu Lucio
Hidalgo County PCT #4
1501 North Doolittle Road
Edinburg, Texas 78542

RE: “Sale of Properties” Located within Hidalgo County Precinct #4

Dear Mrs. Lucio

In accordance with your request, we are pleased to present the cost proposal for appraisal services of 6 properties within Hidalgo County Precinct #4.

Cost Proposal

10.0 Gross Acres out of Lot 6, R. B. Curry Subdivision #4, Hidalgo County, Texas
$1,700

9.994 Acres out of the East 20 Acres of Lot 6, R.B. Curry Subdivision #4, Hidalgo County, Texas.
$1,700

9.98 Acres being the West 9.98 acres out of of Lot 16, R.B. Curry Subdivision #4, Hidalgo County, Texas.
$1,700

Tex-Mex Survey Lot 7, NW 6.60 Exc NW 1.49 5.11 Acres Block 270, Hidalgo County, Texas.
$3,000

Lots 7-12, Block 164, Edinburg Original Townsites, Hidalgo County, Texas
$3,800

Total Project Cost: 6 Appraisal Reports $11,900

Sincerely,

George Jaime Salazar II
Certified Appraiser

EXHIBIT “C”

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/10/2014

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:	
JOSE LUIS GONZALEZ JR. AGENCY	PHONE (A/C, No, Ext):	FAX (A/C, No):
2770 E EVANS RD	E-MAIL ADDRESS:	
STE 100	INSURER(S) AFFORDING COVERAGE	NAIC #
SAN ANTONIO TX 78259 - 2752	INSURER A : NATIONWIDE MUTUAL FIRE INSURANCE COMPAI	23779
INSURED	INSURER B : NATIONWIDE MUTUAL INSURANCE COMPANY	23787
GEORGE J SALAZAR	INSURER C :	
DBA APPRAISAL HAUS	INSURER D :	
502 W KUHN ST	INSURER E :	
EDINBURG TX 78541 - 3224	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** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	[ ]	[ ]	ACP BPOF 5505888385	01/28/2014	01/28/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS	[ ]	[ ]	ACP BA 5505888385	01/28/2014	01/28/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	[ ]	[ ]				EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N [ ] **(Mandatory in NH)** 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)

2013 Volvo XC70 YV4952BL7D116731
2012 Toyota Tundra 5TFRM5F15CX038778

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. 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

Jose L. Gonzalez Jr.

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Real Estate Appraisers Professional Liability

Liberty Surplus Insurance Corporation

Date Issued	Policy Number	Previous Policy Number
12/20/2013	LSI012289-003	LSI012289-002

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street
Boston, MA 02117

THIS IS A CLAIMS MADE AND REPORTED POLICY. PLEASE READ IT CAREFULLY.

Item DECLARATIONS

1. Customer ID: 165126
   Named Insured:
   APPRAISAL HAUS
   George Jaime Salazar II
   502 West Kuhn Street
   Edinburg, TX 78541

2. **Policy Period:**
   From: 02/10/2014 **To:** 02/10/2015
   12:01 A.M. Standard Time at the address stated in Item 1.

3. **Deductible: $1,000** Each Claim

4. **Retroactive Date:** 02/10/2012

5. **Inception Date:** 02/10/2012

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% percent tax on gross premium.

6. **Limits of Liability:**
   A. $1,000,000 Each Claim
   B. $1,000,000 Aggregate

The Limit of Liability for Each Claim and in the Aggregate is reduced by Damages and Claims Expenses as defined in the Policy.

7. **Mail all notices, including notice of claim, to Agent:**
   Robert C. Wiley
   LIA Administrators & Insurance Services
   1600 Anacapa Street
   Santa Barbara, California 93101
   (800) 334-0652; Fax: (805) 962-0652

8. **Annual Premium:** $1,457.00
   \+ $70.66 **Surplus Lines Tax**

9. Number of Appraisers: 1

10. Forms attached at issue: LIA002S (10/11) GPO 4839 (04/10) LIA012 (08/11) LIA013 (08/11) LIU NOTICE TX-002-0209 OFAC (08/09) SC-9 (04/11)

This Declarations Page together with the completed and signed Policy Application including all attachments and exhibits thereto, and the Real Estate Appraisers Professional Liability Insurance Policy shall constitute the contract between the Named Insured and the Company.

By _____
Authorized Signature

Affidavit & Indemnity Agreement

Date: 12/16/13

Affiant: George Jaime Salazar II D/B/A Appraisal Hubs

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant George Jaime Salazar II states he is a sole proprietor doing business as Appraisal Hubs. Affiant will provide services for Hidalgo County under a Hidalgo County RFQ Description# 2014-006-12-11-SGS- "Professional Appraiser Services Pool".

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.

Printed Name of Affiant: George Jaime Salazar II

SWORN AND SUBSCRIBED TO under oath before me on 12-16-13

Dina I Ramos

Notary Public, State of Texas

DINA I. RAMOS
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-05-2016

AI-45305 **Purchasing Department 17. E. 4.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the AIA Document A101 form of Agreement between Hidalgo County (Owner) and **JCon Construction, LLC** awarded contractor in the amount of **$1,350,000.00** for **Project: Hidalgo County Precinct No. 4 Construction of the Linn - San Manuel Emergency Services Facility (Contract No. C-14-067-06-03);**

BACKGROUND

JCon Construction, LLC
Award Date: 06/03/14 (AI No. 44804)
Project Amount: $1,350,000.00

** AIA Contract reviewed and approved by Legal Counsel

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1301-419-40-124-136-0-720

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

BUDGETARY IMPACT:

PO Req.# 259061

Attachments

AIA Contract for JCon Constr Pct 4 -Linn San Manuel Emerg Svcs Fac C-14-067-06-03

Agenda -Contract Award

Legal review and approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/25/2014 01:46 PM
Budget & Management	Debbie Tamez	07/25/2014 01:48 PM
Glinda Pacheco	Glinda Pacheco	07/25/2014 03:09 PM
Auditor's Office	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Moises Salazar Started On: 07/02/2014

Final Approval Date: 07/25/2014

DRAFT

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

C-14-067-06-03

AGREEMENT made as of the 3rd day of June in the year 2014
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas 78539

and the Contractor:
(Name, legal status, address and other information)

JCon Construction, LLC
604 Palmview Dr.
Mission, TX 78574
Telephone No. (956) 227-3215
Fax No. (956) 581-8892

for the following Project:
Construction of the Linn-San Manuel Emergency Services Facility

The Architect:
(Name, legal status, address and other information)
Mata-Garcia Architects, LLP
1314 West Ivy Avenue
McAllen, TX 78501
(956) 631-1945
(956) 631-1968

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be stated on the Notice to Proceed to be given by Owner to Contractor.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

3.1.1 Liquidated Damages: Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified in this Article 3, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay Owner Five Hundred Dollars ($500.00) for each day that expires after the time specified in Article 3 for Substantial Completion until the work is substantially complete.

§ 3.2 The Contract Time shall be measured from the date of commencement.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than «two hundred and fifty» (250) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See section 3.1.1 above.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Three Hundred Fifty Thousand Dollars and Zero Cents ($1,350,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Allowances	
Contingency Allowance	$10,000.00
Section 10400 Identifying Devices (Interior Room Signage)	$2,000.00
Landscaping lump sum ($20,000.00 for landscaping and $5,000.00 for irrigation)	$25,000.00
TOTAL AMOUNT	$37,000.00

§ 4.5 Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the Owner may terminate this Contract 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 Contract. 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.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth day following approval by Commissioners Court.**
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner and Architect may require. This schedule, unless objected to by the Architect or the Owner shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five Percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified by Owner and attached hereto as Exhibit "C";

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five Percent(5%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C".

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C".

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, as modified by Owner and

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attached hereto as Exhibit "C"; and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect. The Architect may not issue the final Certificate for Payment until it has been reviewed and approved by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment **and upon acceptance by the Owner and Architect, and after satisfactory evidence has been given by the Contractor that all of the Contractor's bills have been paid and the entire project is free from liens.**

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C", unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C", the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007, as modified by the Owner and attached hereto as Exhibit "C".

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007, as modified by the Owner and attached hereto as Exhibit "C".

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

The legal rate established by the Texas Government Code, currently Section 2251.025, as amended.

§ 8.3 The Owner's representative:

(Name, address and other information)

Hidalgo County Commissioner's Court and Hidalgo County Precinct No. 4, as referenced in the AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by the Owner, in Section 2.1.1. as authorized representatives.

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§ 8.4 The Contractor's representative:
(Name, address and other information)
Juan Pena, Jr.
JCon Construction, LLC 604 Palmview Dr.
Mission, TX 78573
Telephone No. (956) 227-3215
Fax No. (956) 581-8892

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as modified by Owner and attached hereto as Exhibit "C".

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by Owner and attached hereto as Exhibit "C**".**

§ 9.1.3 The Supplementary and other Conditions of the Contract: Not Applicable.

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	03/26/14	5

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007 Digital Data Protocol Exhibit, if completed by the parties, or the following:

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.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

1. Exhibit 'A' Bid Form and Addenda 1
2. Exhibit 'B' Project Manual (Specifications)
3. Exhibit 'C' AIA A201-2007, General Conditions of the Contract for Construction, as modified by the Owner.
4. Exhibit 'D' Form of Notice to Proceed
5. Exhibit 'E' Certificate of Insurance
6. Exhibit 'F' Performance and Payment Bonds

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C".
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "C").

Type of insurance or bond	Limit of liability or bond amount ($ 0.00)

This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

HIDALGO COUNTY	**JCON CONSTRUCTION, LLC**
By:	**By:**
OWNER *(Signature)*	CONTRACTOR *(Signature)*
Ramon Garcia, County Judge	Juan Pena, Jr., Member
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	**ATTEST:**
ATLAS, HALL & RODRIGUEZ, LLP	
By:	
(Signature)	*(Signature)*
Stephen L. Crain, Attorney	Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

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User Notes: (1515532406)

graded and evaluated through the County's approved "pool" of professional surveyors for (on call and as needed basis) for Precinct No. 3:

	QUINTANILLA, HEADLEY AND ASSOC	DOS LAND SURVEYING	CVQ LAND SURVEYORS
EVALUATOR 1	98	92	91
AVERAGE	98	92	91
RANKING	1	2	3

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

c. Authority for the Purchasing Department to negotiate a professional services contract with the No. 1 ranked firm of QUINTANILLA, HEADLEY AND ASSOC for the provision of professional surveying services for an (on call and as needed basis) for Precinct No. 3.

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

3. **AI-44820** Requesting approval of a professional appraisal services agreement with LEONEL GARZA, JR. & ASSOCIATES, LLC for the purposes of appraisal services for: The Fair Market Value Appraisals in connection with the Acquisition of Land-Sale and/or Exchange, Rights of Way, Easements, Condemnations and Disposition of County owned Property located within Hidalgo County Precinct No. 3 (on an as needed basis) and as selected for negotiations by CC from the "POOL" of Appraisers by CC on 05/27/14.

E. **Pct. 4**

1. **AI-44804** Recommendation by project architect, Mata Garcia Architects, LLP, for Commissioners' Court to award the Base Bid to responsible vendor submitting the lowest and best bid plus meeting all specifications, J-Con Construction, LLC in the amount of $1,350,000.00 for the project titled-Hidalgo County Precinct No. 4: "Construction of the Linn-San Manuel Emergency Services Facility" (Bid No. 2014-067-04-02-MSS).

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

F. **HIDTA**

Zimbra **moises.salazar@co.hidalgo.tx.us**

RE: AIA 101 Contract for Pct. 4 -Construction of the Linn-San Manuel Emergency Services Facility to JCon Construction

From : Debra L. Goetz <dgr@atlashall.com> Fri, Jul 25, 2014 11:39 AM

Subject : RE: AIA 101 Contract for Pct. 4 -Construction of the Linn-San Manuel Emergency Services Facility to JCon Construction 2 attachments

To : 'Moises Salazar' <moises.salazar@co.hidalgo.tx.us>

Cc : 'Jesus Ozuna' <jesus.ozuna@co.hidalgo.tx.us>, 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Moises,

The revised draft is good and took care of the last of our comments

Thank you.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com

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From: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
Sent: Friday, July 25, 2014 11:24 AM
To: Debra L. Goetz
Cc: Jesus Ozuna; Leticia H. Saenz
Subject: Re: AIA 101 Contract for Pct. 4 -Construction of the Linn-San Manuel Emergency Services Facility to JCon Construction

AI-45603 **Purchasing Department 17. F. 1.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Hon. J. E. Guerra, HC-Sheriff **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Supplemental Agreement No. 2 to the current agreement (C-13-133-07-09), with Chanin Engineering for the "Adult Detention Center and Law Enforcement Facility Repairs" to reflect an extension of time.

BACKGROUND

The extension of time is for the continuation to re-bid and complete project.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-087-0-334

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT AT THIS TIME.
PO# 695452 available balance as of 7-24-14 $59,235.61

Supplemental... to reflect an extension of time:
"This Agreement shall terminate on October 30, 2015 (hereinafter referred to as the "Termination Date"),

Attachments

contract

Legal Approval

Supplemental no 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/23/2014 02:03 PM
Budget & Management	Debbie Tamez	07/23/2014 02:27 PM
Manuel Chapa	Manuel Chapa	07/25/2014 08:23 AM
Auditor's Office	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Rocio Villarreal Started On: 07/18/2014 02:55 PM

Final Approval Date: 07/25/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES

C-13-133-07-09

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Chanin Engineering LLC, Professional Engineers of McAllen, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide Structural Engineering Services for, "Adult Detention Center and Law Enforcement Facility Repairs."

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 on-site structural engineering 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 project with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of 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. The **Engineer** shall render professional engineering services for the development and fulfillment of this Agreement as identified in **EXHIBIT "B"-*Services to be 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** are more particularly identified in **EXHIBIT "B"**, attached hereto.

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 terminate one (1) year from the date of execution (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner**

may, at the **Owner**'s sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 7 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 7 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 Work Authorization 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 in 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, 13, 14.3 and 15 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 Scope of Services as provided by the engineer, the **Owner** shall review the approved Scope of Services 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 Scope of Services, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, 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 Scope of Services 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 amount payable by the **Owner** to the **Engineer** for ***Services*** will be **5% of the Total Construction Cost**, and it is subject to adjustment in accordance with Article 6.1 herein, will be provided in **EXHIBIT C-** ***Fee Breakdown*** attached. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

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. 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 identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified 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.

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 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**, or (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement. 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. 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**.

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 8 hereof, or changes or revisions in work, as identified in Article 9 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 8. 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 **Owner** in writing. In the event the **Owner** 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 costs 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 7 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 9
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**.

9.1 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.

ARTICLE 10
Ownership and Release of Documents

10.1 Ownership of Documents. 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.

ARTICLE 11
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 Work Authorization 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 12
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 sub-consultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each sub-consultant. 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 13
Engineer's Seal, Responsibility and Warranties

13.1 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 State Board of Registration for Professional Engineers.

13.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed, 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 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.

ARTICLE 14
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.

14.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may not change the **Project Manager** during the course of the Work 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 improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

14.2 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 from association with the Work Authorization 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.

14.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange. Taking into consideration that the **Owner** has a significant investment in the development of the information provided, 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 improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 15
Indemnification

To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, 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 16
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 17
Insurance

The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 15 and Article 16 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 15 and Article 16 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 "E"- *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 Work Authorization by the **Owner**.

ARTICLE 18
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 19
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 a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 20
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 21
Notices

All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

Owner: Hidalgo County
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Engineer: Chanin Engineering LLC
400 Nolana, Suite N2
McAllen, Texas 78504

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 22
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. There 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 rights 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 7 herein.

ARTICLE 23
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.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 23rd day of January, 2007.

ENGINEER:

CHANIN ENGINEERING, LLC

BY: _____
Miguel Chanin, P.E.

OWNER:
HIDALGO COUNTY

BY: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

Approved by Commissioners' Court
on 7/9/13 RD

Approved as to form:
Atlas, Hall & Rodriguez, L.L.P.

By: Stephen L. Crain

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	-Fee Breakdown
EXHIBIT D	-Engineer's Contract Rates
EXHIBIT E	-Certificate of Insurance (*Hidalgo County*)

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: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2013-002-12-05-YZV

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.

EXHIBIT B

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2013-002-12-05-YZV

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:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

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** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-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 **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor 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

EXHIBIT A -Scope of Services to be Provided by the Owner

The owner will make available to us all original construction documents including plans, specifications, addenda, and RFI's.

The owner will also make available to us all specialist reports that were compiled as a part of the facility's lawsuit. These reports include those prepared by Tom Green and Company Engineers, Mike Krismer Consulting, Green Rubiano & Associates, and Radarview.

The owner will provide access to the site as requested by the design team.

EXHIBIT B

Scope of Services to be Provided by the Engineer

EXHIBIT B -Scope of Services to be Provided by the Engineer

Phase 1 - Kickoff and Mobilization

1) Initial meeting with client and project manager to help define scope of work
2) Receive and review project documents and information
3) Initial walkthrough of facilities
4) Preliminary CAD work
5) Meet with owner and engage services of Roofing Consultant
6) Meet with owner and engage service of MEP Engineer

Phase 2 - Preliminary Design

1) Thorough review of project info and documents
2) Walkthrough of facilities with owner and facilities staff
3) Discovery of facility deficiencies based on previous reports, existing document analysis, facility walkthroughs, and interviews with end users.
4) Preliminary design/determination of possible repairs.
5) Budget/cost analysis

Phase 3 - Initial Deliverables

1) Report detailing options and discuss with owner potential repairs w/ expected cost.
2) Meeting with PCME and Sheriff's Office to select potential repairs to be included in final design.

Phase 4 - Final Plans and Specifications

1) Preparation of final construction drawings and specifications to include repairs as per items selected in meeting with PCME and Sheriff's Office in Phase 3
2) Deliverables to include Structural Engineering, Roofing Consultant, and MEP Engineering construction drawings and specifications
3) Distribution to be handled by Chanin Engineering

Phase 5 - Bidding and Negotiation

1) Assist the County as needed during the Bidding and Negotiation Phase

Phase 6 - Construction

1) Attend progress meetings with the contractor and consultants,
2) Answer any contractor generated RFI's
3) Take periodic site observation visits and provide site observation visit reports to client
4) Review contractor submitted pay applications, and certify

All work shall be coordinated with the owner and their project management consultant, PCME.

EXHIBIT C

Fee Breakdown

EXHIBIT C – Fee Breakdown

Design Development 25%

Construction Drawings 50%

Bidding & Negotiation 5%

Construction Phase 20%

EXHIBIT D

Engineer's Contract Rates

EXHIBIT D – Engineer's Contract Rates

Engineering:	Hourly rate
E-1 Graduate Engineer 1	$ 65.00
E-2 Graduate Engineer 2	$ 75.00
E-3 Project Engineer 1 *	$105.00
E-4 Project Engineer 2 *	$115.00
E-5 Principal Engineer *	$135.00
Technicians:	
T-1 Technician I	$ 65.00
T-2 Technician II	$ 75.00
T-3 Technician III	$ 85.00
Computer Aided Drafting:	
C-1 CAD I	$ 35.00
C-2 CAD II	$ 45.00
C-3 CAD III	$ 55.00
Administrative:	
A-1 Clerical	$ 30.00
A-2 Accounts Payable/Billable	$ 35.00
A-3 Office Manager/Executive Assistant	$ 45.00

* Licensed professional engineer, unless noted otherwise.

The Basic Service fee shall be billed by monthly invoice based on project progress.

ENGINEERING AND TECHNICAL CLASSIFICATIONS

Engineering:

E-1 Graduate Engineer I - Graduate Engineer with 0-3 years experience, work under close supervision.

E-2 Graduate Engineer 2 - Graduate Engineer with 2-plus years experience, capable of carrying out assignments with minimum supervision, supervise drafting and layout work.

E-3 Project Engineer 1 - Registered Engineer with 4-plus years experience, can handle moderately complex tasks with minimal supervision, supervise the work of other engineers and drafters.

E-4 Project Engineer 2 - Registered Engineer with 6-plus years experience, can handle complex tasks with only general supervision, coordinates and supervises work of other engineers and drafters.

E-5 Principal Engineer - Registered Engineer and possibly company officer, completely capable of handling and supervising all aspects of design and drawing production.

Technicians:

T-1 Technician I - 5-plus years experience and/or education, capable of handling all drafting functions and simple engineering design and calculation tasks with some supervision.

T-2 Technician II - 7-plus years experience and/or education, capable of handling all drafting functions with minimal supervision, can supervise the work of drafters.

T-3 Technician III - 10-plus years experience and/or education, capable of handling all drafting add many engineering related tasks with little supervision, can supervise the work of drafters and technicians.

Computer Aided Drafting:

C-1 Junior Drafter I - Capable of drawing tasks and tracing-type work, under close supervision of others.

C-2 Drafter II - 2-plus years experience and/or education, handles many drafting tasks under supervision.

C-3 Senior Drafter III - 3-plus years experience and/or education, handles most drafting tasks while exercising judgment on layout and planning, receives minimal supervision.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic and any Additional Services. These expenses include actual expenditures incurred in the interest of the Project for the expenses listed below:

Expenses due to any asbestos remediation necessary or incurred from destructive testing performed during the Project.

Expense of reproduction, postage, delivery, handling of drawings, photos, specifications, and other documentation.

Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner will be charged at 1.5 times of hourly rates listed above.

Expense of materials for structural sketches, models, mock-ups, binders, exhibit boards and other miscellaneous exhibits requested by the client.

f) Reimbursable expenses will be billed at actual cost X 1.0.

EXHIBIT E --Certificate of Insurance (*Hidalgo County*)

EXHIBIT E

Certificate of Insurance
(*Hidalgo County*)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 6/14/2013

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).

RODUCER
Soyla R. Gonzalez Ins. Agency
709 Angelita Dr. Ste B
Weslaco, Texas 78596

CONTACT NAME: SOYLA R GONZALEZ
PHONE (A/C, No, Ext): 956/969-1551 FAX (A/C, No): 956/973-0814
E-MAIL ADDRESS: sreyna1045@yahoo.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Farmers Insurance Exchange	
INSURER B: Truck Insurance Exchange	
INSURER C: Farmers Insurance Exchange	
INSURER D:	
INSURER E:	
INSURER F:	

SURED Miguel Chanin
Chanin Engineering, LLC
400 W. Nolana Suite N2
McAllen, TX 78504

OVERAGES 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.

:R R	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			60474-00-01	05/20/13 05/20/12	05/20/14 05/20/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 75,000 $ 5,000 $ $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANYAUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			60433-44-47	03/01/13	03/01/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $			604387470	05/20/13 02/18/13	05/20/14 05/20/13	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			A0708-08-31	02/15/2013	02/15/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ERTIFICATE HOLDER

Hidalgo County
County & Purchasing Department
2812 S. Busy Hwy 281
Edinburg, Tx 78539
Attn: Rocio Villarreal

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

Soyla R Gonzalez

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Client#: 169285 CHANIENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/10/2013

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.

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PRODUCER	CONTACT NAME:	
USI Southwest Three Memorial City 840 Gessner, Suite 600 Houston, TX 77024	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
INSURED Chanin Engineering, LLC 400 Nolana, Suite D Mcallen, TX 78504	INSURER B :	
	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 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	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ 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)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPS9694767	07/28/2012	07/28/2013	$1,000,000 per claim $1,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Prof Liab: The aggregate limit is the total insurance available for claims presented within the policy period for all operations of insured. The limit will be reduced by payment of indemnity and expense.

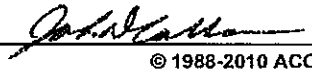
CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 S Highway
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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RE: Chanin Engineering-Supplemental No. 2

From : Steve Crain <scrain@atlashall.com> Fri, Jul 18, 2014 03:32 PM
Subject : RE: Chanin Engineering-Supplemental No. 2
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Supplemental Agreement No. 2 is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, July 18, 2014 3:03 PM
To: Steve Crain
Subject: Chanin Engineering-Supplemental No. 2

Mr. Crain:

Please review and approve as to form for Supplemental No. 2.

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

C-13-133-07-09

SUPPLEMENTAL AGREEMENT NO. 2

TO AGREEMENT FOR GENERAL ENGINEERING SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Chanin Engineering, LLC, of, McAllen, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the 9th day of July, 2013 concerning structural engineering services for Hidalgo County Adult Detention Center and Law Enforcement Facility Repairs, (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 7 of the **Agreement**, (Supplemental Agreements), establishes that the 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; and,

WHEREAS, it has become necessary to amend the Agreement to revise Article 3.1- "Termination Date" to extend the termination date of the Agreement.

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. The first sentence of Article 3.1 of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

   "This Agreement shall terminate on October 30, 2015 (hereinafter referred to as the "Termination Date"), unless extended by written supplemental agreement, as provided in Article 7 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."

2. Except as modified herein, all terms and conditions of the Agreement, as amended for the purposes of this Supplemental No. 2 remain in full force and effect. Engineer and County ratify and confirm the terms and provisions of the Agreement as amended for the purposes of this Supplemental No. 2.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement No. 2 to the Agreement for the General Engineering Services to be executed as of the 29th day of July, 2014.

THE ENGINEER:

CHANIN ENGINEERING, LLC

BY:_____
Miguel Chanin, P.E.

THE OWNER:

HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

BY:_____
Stephen L. Crain

ATTEST:

BY:_____
Arturo Guajardo Jr., County Clerk

AI-45696 **Purchasing Department 17. F. 2.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: Hon. J. E. Guerra, HC-Sheriff **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Discussion and action (as requested by S/O) to nominate at least three (3) firms from HC's current approved "Pool"of "Construction Management Services Providers" for Construction Management Services for the"Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project," overseen by project engineer, Chanin Engineering:

1._____

2._____

3._____

B. Selection/designation/assignment of evaluation committee to score, grade and evaluate the firms nominated so as to have CC rank and proceed with negotiation process for final contract for: Construction Services for the "Law Enforcement/Adult Detention Facilities Roof & Related Repairs Project":

1._____

2._____

3._____

4._____

5._____

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-087-0-339

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

BUDGETARY IMPACT:

Available balance as of 7-25-14 $98,910.07

Attachments

Pool of Construction Management Service

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Marty Salazar	07/25/2014 02:34 PM
Budget & Management	Debbie Tamez	07/25/2014 03:14 PM
Manuel Chapa	Manuel Chapa	07/25/2014 03:57 PM
Auditor's Office	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Rocio Villarreal Started On: 07/25/2014 12:06 PM

Final Approval Date: 07/25/2014

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

RFQ ACCEPTANCE DATE: **DECEMBER 11, 2013** RFQ ACCEPTANCE TIME: **9:30 A.M.**

DESCRIPTION OF RFQ: **"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2014-005-12-11-MSS**

RFQ	NAME OF COMPANY	2 CDs INCLUDED	ACKNOWLEDGMENT OF RECEIPT / # of copies	
1	Prodigy Construction Management, LLC 1335 E. Jasmine Ave. McAllen, Texas 78501	Y	Original	Y
			7 Copies	Y
2	HOV Services, Inc/ Meridian Consulting Group 11122 Wurzbach Road, Suite 206 San Antonio, TX 78230	Y	Original	Y
			7 Copies	Y
3	DOS Logistics, Inc 1002 E. Expressway 83 Weslaco, TX 78596	Y	Original	Y
			7 Copies	Y
4	S&B Infrastructure, Ltd - McAllen 5408 N. 10th Street McAllen, TX 78504	Y	Original	Y
			7 Copies	Y
5	HALFF ASSOCIATES, INC. 5000 West Military, Suite 100 McAllen, Texas 78503-7446 www.halff.com	Y	Original	Y
			7 Copies	Y
6	Dannenbaum Engineering Company, LLC 1109 Nolana, Suite 208 McAllen, Texas 78504 www.dannenbaum.com	Y	Original	Y
			7 Copies	Y
7	R.H. Shackelford 1100 NW Loop 410, Suite 546 San Antonio, TX 78213	Y	Original	Y
			7 Copies	Y
8	Broaddus & Associates, Inc. 1100 E. Jasmine Ave., Suite 102 McAllen, TX 78501 Xochitl Ortiz	Y	Original	Y
			7 Copies	Y
9	TEDSI Infrastructure Group 1201 E. Expressway 83 Mission, TX 78572	Y	Original	Y
			7 Copies	Y
10	HighMark Construction Company, LLC 3827 N. 10th St., Suite 305 McAllen, Texas 78501	Y	Original	Y
			7 Copies	Y
11	Guzman & Munoz Engineering and Surveying, Inc. 2020 E. Expressway 83 Mercedes, TX 78570	Y	Original	Y
			7 Copies	Y
12	Cortran Engineering PLLC 721 E. Esperanza, Ste H McAllen, Texas 78504	Y	Original	Y
			7 Copies	Y

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

RFQ ACCEPTANCE DATE: **DECEMBER 11, 2013** RFQ ACCEPTANCE TIME: **9:30 A.M.**

DESCRIPTION OF RFQ: **"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2014-005-12-11-MSS**

RFQ	NAME OF COMPANY	2 CDs INCLUDED	ACKNOWLEDGMENT OF RECEIPT / # of copies	
13	LeFevre Environmental & Management Consulting, LLC (LEMC) 612 Nolana, Suite 520 McAllen, Texas. www.lefevregroup.net	Y	Original	Y
			7 Copies	Y
14	Izaguirre Engineering Group, LLC 7413 N. La Homa Rd. Mission, TX 78572	Y	Original	Y
			7 Copies	Y
15			Original	
			7 Copies	
16			Original	
			7 Copies	
17			Original	
			7 Copies	
18			Original	
			7 Copies	
19			Original	
			7 Copies	
20			Original	
			7 Copies	
21			Original	
			7 Copies	
22			Original	
			7 Copies	
23			Original	
			7 Copies	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: **DECEMBER 11, 2013** BID OPENING TIME: **9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: **HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2014-005-12-11-MSS**

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA			SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
1	**G.A.S. Enterprises, Inc.** Melissa Perez, Project Coordinator/Estimator Address: P.O. Box 309 Elsa, Texas 78543	E-MAIL			gas107@aol.com	11/19/13	956-262-7106 956-262-7107 Melissa Perez
2	**Prodigy Construction Management, LLC** Alex Palacios-President 4409 N. 22nd McAllen, Texas 78504	E-MAIL			apalacios@prodigycompany.com	11/19/13	~~956.330.6002~~ 956-800-1122
3	**Dannenbaum Engineering Company, LLC** Sandra Rodriguez Spence, Administrative Manager 1109 Nolana, Suite 208 McAllen, Texas 78504 www.dannenbaum.com	E-MAIL			Georgiana.medrano@dannenbaum.com Suzie.Crumpler@dannenbaum.com Cynthia.luera@dannenbaum.com Richard.seitz@dannenbaum.com Gloria.Rodriguez@dannenbaum.com	11/19/13	713-527-6471 (956)682-3677 Office (956)686-1822 Fax (956)789-1257 Cellular
4	**S&B Infrastructure, Ltd - McAllen** Alma Walzer, Government Liaison 5408 N. 10th Street McAllen, TX 78504	E-MAIL IP			ACWalzer@sbinfra.com slteague@sbinfra.com daizaguirre@sbinfra.com	11/19/13	956-926-5042 956-994-0427 fax 956-342-1427 cell 956-279-7364 Walzer, Alma Sharlotte Teague
5	**HighMark Construction Company, LLC** Carlo Cantu, CEO 3827 N. 10th St., Suite 305 McAllen, Texas 78501	E-MAIL			carlo.cantu@highmark-construction.com	11/19/13	956-451-3274 cell 956-664-2359 fax Carlo Cantu
6	**R.H. Shackelford** Vicky Allen, *Business Development Manager* 1100 NW Loop 410, Suite 546 San Antonio, TX 78213	E-MAIL			vstigliano@rhsitx.com	11/19/13	210-525-0647 210-240-6988 210-826-4906
7	**SAM Engineering and Surveying, Inc. (SAMES, Inc.)** Jose Rodriguez, E.I.T. 200 S. Cage Blvd. Pharr, Texas 78577	E-MAIL			jose@samengineering-surveying.com	11/19/13	956-702-8880 956-702-8883 fax
8	**DOS Logistics, Inc** **Rico R. Vasquez** 1002 E. Expressway 83 Weslaco, TX 78596	E-MAIL			ricovasquez@doslogistics.com lupita@doslogistics.com hugogonzalez@doslogistics.com	11/19/13	956-968-8800 956-447-8194 F

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: **DECEMBER 11, 2013** BID OPENING TIME: **9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: **HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2014-005-12-11-MSS**

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA			SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
9	**TEDSI Infrastructure Group** 1201 E. Expressway 83 Mission, TX 78572	E-MAIL			JASanchez@tedsi.com MLugo@tedsi.com	11/19/13 11/25/13	956-424-7898 956-424-7022
10	**Broaddus & Associates, Inc.** Gilbert Gallegos, AIA 1100 E. Jasmine Ave., Suite 102 McAllen, TX 78501 Xochitl Ortiz	E-MAIL			xortiz@broaddusassociates.com annay1929@yahoo.com	11/19/13	956-688-2307 956-688-2315
11	**Prime Vendor Inc.** Erika Russ 4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429	E-MAIL			Bids17@prime-vendor.com	11/19/13	800-746-9554 800-746-8307 fax
12	**Tandem Consulting, LLC** Don Roundtree 7389 I-30 E Spring Sulphur Springs, TX 78542	E-MAIL			domn@tandem-consulting.net	11/19/13	903-439-7217
13	**Guzman & Munoz Engineering and Surveying, Inc.** Alfredo J. Resendez 2020 E. Expressway 83 Mercedes, TX 78570	E-MAIL			Aresendez@gmes.biz jmunoz@gmes.biz sspence@gmes.biz	11/19/13	956-565-4637 956-565-4636
14	**Yates Construction** Susan Charles 900 Arion Pkwy, Bldg D, Ste110 San Antonio, TX 78216	E-MAIL			scharles@wgyates.com	11/19/13	956-565-4637 956-565-4636
15	**Civil Engineering Consultants (CEC)** Frank M. Jaster, P.E. 11550 IH 10 Suite 395 San Antonio, TX 78230-1037	E-MAIL			fjaster@cectexas.com	11/19/13	210-641-9999 210-641-6440 fax 210-324-9964 cell
16	**Skanska USA Building Consulting** Marsh Ragland 30 Burton Hills Boulevard, Suite 400 Nashville, TN 37215	E-MAIL			Marsh.Raglnad@skanska.com	11/19/13	615-238-6709 615-887-6970 mobile 615-665-5510 fax

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: **DECEMBER 11, 2013** BID OPENING TIME: **9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: **HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2014-005-12-11-MSS**

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA			SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
17	**IMS** Jenny Flanagan 945 Hornbled Street, Suite G San Diego, CA 92109	E-MAIL			jflanagan@imsinfo.com	11/19/13	858-490-8823 888-467-3151 858-490-8811 fax
18	**FJW Construction** Jeanne Baker, Office Manager 1100 E. Jasmine, Suite 102 McAllen, TX 78501	E-MAIL			jbaker@fjwcc.com	11/19/13	956-688-2397 956-525-3967 956-688-2315 fax
19	**Urban Infrastructure Group, Inc.** Eric Gonzalez, P.E. 135 South 8th Street, Suite D Donna, TX 78537	E-MAIL			cgonzalez@uigtexas.com	11/19/13	956-377-2932 956-377-2841 512-731-6844
20	**IDEA Group, LLC** Jesus Bustos, Principal & Architect 1409 Galveston Ave McAllen, TX 78501	IP			ideagrp95@sbc.global.net	11/19/13	956-686-6806 956566-8666 956-686-5704 fax
21	**Brian Wyatt, Construction Management Consultant**	E-MAIL			brian@lcc3.com	11/19/13	909-841-3856 800-420-3407 fax
22	**Barrera Land Surveying** Joe Barrera Jr. 7715 Mainland Dr. Ste 114 San Antonio, TX 78250	E-MAIL			Barreralandsurveying.joe@gmail.com	11/19/13	210-444-9023 210-444-9479 fax
23	**R. E. Garcia & Associates** Raul E. Garcia 116 N. 12th Edinburg, TX 78541	E-MAIL			regaassoc@aol.com	11/19/13	956-381-1061 956-239-2037c
24	**BHDS Group** Barbara Inc. Lawrence Barbara, President 7075 Twin Hills Avenue, 3rd Floor Dallas, TX 75231	E-MAIL			lawrence.barbara@bhdsgroup.com	11/19/13	O 214.691.1970 x 203 C 214.704.6512 F 214.691.1972

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: **DECEMBER 11, 2013** BID OPENING TIME: **9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: **HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES"**

RFQ NO: **2014-005-12-11-MSS**

#	NAME OF VENDOR: COMPANY/FIRM	REQUEST *VIA			SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
25	**HOV Services, LLC** Jed Henning, Senior Project Manager 11122 Wurzbach Road, Suite 206 San Antonio, TX 78230	E-MAIL			jed.henning@hovservices.com Allen.Thibodeaux@hovservices.com	11/19/13	T - 210-558-7500 F - 210-558-7612 C - 210-627-3611
26	**CDM Smith, Client Service Manager** Eduardo J. Parra, P.E., LEED AP BD+C 1777 NE Loop 410, Suite 500 San Antonio, TX 78217 Consulting engineering construction operations TBPE No. F-3043	E-Mail			ParraEJ@cdmsmith.com	11/19/13	t/f: 210-253-2881 m: 832-623-3447 main: 210-826-3200
27	**Coast and Harbor Associates** Alex Pollard, Contracts Manager 7 Kimball Ln, Suite D Lynnfield, Ma 01940	E-Mail			contracting@coastandharbor.com	11/19/13	781-224-3874 - Phone 781-224-3876 – Fax
28	**Freese and Nichols, Inc.** Janell Broyles, Senior Marketing Coordinator 4055 International Plaza, Suite 200 Fort Worth, TX 76109-4895	E-Mail			Janell.Broyles@freese.com	11/19/13	817-735-7561 office 817-735-7482 fax
29	**First Housing** Angi Darling Sr. Escrow Administrator	E-Mail			adarling@firsthousingfl.com	11/19/13	T: 813.289.9410 F: 813.289.5580 Toll Free: 800.967.9410
30	**JAGz Consulting Engineers, LLC** Jorge A. Gonzalez, P.E., C.F.M. web: http://www.jagzce.com/	E-Mail			Jorge@jagzce.com	11/19/13	Tel: 956.270.8476 Fax: 956.381.9109
31	**B R I O N E S** **CONSULTING & ENGINEERING, LTD.** Lori Wiltz 8118 BROADWAY SAN ANTONIO, TX 78209	E-Mail			lori@brionesservices.com	11/19/13	OFFICE: (210) 828 - 1431 FAX: (210) 828 -1432
32	**HL ENGINEERING GROUP** Hernan Lugo, P.E., C.F.M., Principal 5111 N. 10th St. Ste. 246 McAllen, TX 78504	IP E-mail			hlugot@gmail.com	11/19/13	Cell: (956) 648-9799 Fax: (956) 386-9163

HIDALGO COUNTY PURCHASING DEPARTMENT
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ACCEPTANCE DATE: **DECEMBER 11, 2013** BID OPENING TIME: **9:30 A.M.**

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33	**Naismith Engineering, Inc.** Christine Breeden, Office Manager 789 E. Washington St. Brownsville, Texas 78520	E-Mail			cbreeden@naismith-engineering.com	11/19/13	956-541-1155 775-305-2554 (Fax)
34	**Michael Chapa** 11208 DK Ranch Rd Austin, TX	IP by Dairen Sarmineto HCHD			mchapa@crdgrp.com	11/19/13	Ph 512-775-5766
35	**Summers A/E/C** Linda Summers	E-Mail			linda@summersaec.com	11/19/13	214-850-8407
36	**Virtual Builders Exchange** Sarrah Hearn	E-Mail			sarrah@virtualbx.com	11/19/13	210-564-6900 Ext.105 210-564-6902
37	**ECM International, Inc.** Rosie Lujan, Manager Corporate Admin. 404 Executive Center Blvd. El Paso, TX 79902 www.ecmintl.com	E-Mail			rlujan@ecmintl.com	11/19/13	(915) 351-1900 office
38	**Raba Kistner Consultants, Inc.** Norma E. Salazar, Administrative assistant 800 E. Hackberry Avenue McAllen, TX 78501 www.rkci.com	E-Mail			nsalazar@rkci.com joanna.armstrong@rkci.com	11/19/13	P 956 :: 682 :: 5332 F 956 :: 682 :: 5487
39	**LeFevre Environmental & Management Consulting, LLC (LEMC)** Erica Mata, CAD Technician 612 Nolana, Suite 520 McAllen, Texas. www.lefevregroup.net	E-Mail			erica@lefevregroup.net	11/19/13	956-661-800 F 956-661-8001
40	**Pepper Lawson Waterworks, LLC** Mary Ann Carroll, Marketing Coordinator 3701 Kirby Suite 1133 Houston , TX 77098 www.plwaterworks.com	E-Mail			mcarroll@pepperlawson.com	11/19/13	Office: 713-521-0174 Direct: 713-344-2405 Fax: 713-521-0386

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
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41	**L&G Engineering & Laboratory** *David A. Saenz, P.E., C.F.M.,* Project Engineer 900 S. Stewart Rd., Suite 6 Mission, TX 78572 www.LGEngineers.com www.LGEngineers.com/laboratory	E-Mail			dsaenz@lgengineers.com	11/19/13	Office: (956) 583-7117 Mobile: (956) 463-2504
42	**Cortran Engineering PLLC** 721 E. Esperanza, Ste H McAllen, Texas 78504	E-Mail			yara@cortranengineering.com	11/19/13	Tel: 956-971-0289
43	**Fetterhoff Company** Robin Riker	E-Mail			robin.riker@fetterhoff.com	11/19/13	
44	**Javier Hinojosa Engineering** 416 E. Dove Ave. McAllen, TX 78504	e-mail			javhin@rgv.rr.com	11/19/13	956-668-1588 956-994-8102 F
45	**ATKINS** 18383 Preston Road, Suite 500 Dallas, TX	e-mail			Luis.delgado@atkinsglobal.com	11/19/13	972-818-7275 EXT
46	**VRX, Inc.** 2500 N. Dallas Pkwy., Suite 450 Plano, TX 75093	e-mail			bonnie.tinsley@vrxglobal.com	11/19/13	214-636-4648 972-309-9683
47	**The Warren Group Architects, Inc.** 1801 South 2nd Street, Ste. 330 McAllen, Texas 78503 Mrs. Laura Nassri Warren, AIA, Principal Mrs. Andrina Garza, Assoc. AIA, Director	e-mail by Yvette			lwarren@twgarch.com agarza@twgarch.com	11/19/13	t 956 994 1900 f 956 994 1962
48	**Ecm International Inc.** Thiago Silva 404 Executive Center Blvd. El Paso, Texas 79902 www.ecmintl.com Since 1983	e-mail			tsilva@ecmintl.com	11/20/13	915 351-1900 office

HIDALGO COUNTY PURCHASING DEPARTMENT
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ACCEPTANCE DATE: **DECEMBER 11, 2013** BID OPENING TIME: **9:30 A.M.**

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49	**Hill International, Inc.** Freddie T. Bustillo, Vice President 16801 Greenspoint Park Drive, Suite 130 Houston, Texas 77060	e-mail			freddiebustillo@hillintl.com	11/20/13	(713) 349-9333 F (713) 349-9334 C (713) 396-9714
50	**Prime Vendor Inc.** Kimberly Doumit 4622 Cedar Avenue Wilmington NC 28403	e-mail			bids20@prime-vendor.com	11/21/13	1-800-746-9554 Fax: 800-746-8307
51	**Sunland Group, Inc.** Robin Flynn Marketing 1033 La Posada, Suite 370 Austin, Texas 78752 http://www.Sunlandgrp.com	e-mail			rflynn@sunlandgrp.com	11/21/13	512.494.0208 (Main) 512.590.7959 (Direct) Fax. 512.494.0406
52	**HALFF ASSOCIATES, INC.** Courtney M. Villarreal, Administrative Assistan 5000 West Military, Suite 100 McAllen, Texas 78503-7446 www.halff.com	e-mail			cVillarreal@Halff.com	11/25/13	(956) 664-0286 F (956) 664-0282
53	**AEC Engineering, LLC** P. O. Box 480 Edinburg, TX Angela Garza	IP			carlos@aecengineering.net	12/05/13	(956) 380-6558 F (956) 380-6110
54	**Izaguirre Engineering Group, LLC** Diana Izaguirre –President 7413 N. La Homa Rd. Mission, TX 78572				diana.izaguirre@yahoo.com		956-584-0554 F 956-584-0190
55							
56							

AI-45695 **Purchasing Department 17. G. 1.**

CC - REGULAR

Meeting Date: 07/29/2014

Submitted For: N. Longoria-HC-WIC Prog-Dir **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for acceptance and approval of "Second Amendment" to the current lease agreement with JULCAR, LLC, for the "Lease of Office Space in McAllen, Texas," to reflect increase of the square footage in the Leased premises to 4,625 sq. ft. (with all added space at no charge to HC-WIC Program).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1292-441-00-350-001-4-441

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT

PO 706892

Attachments

Amendment No. 2

Legal Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/25/2014 02:19 PM
Budget & Management	Debbie Tamez	07/25/2014 02:33 PM
Obdett Calzada	Obdett Calzada	07/25/2014 05:03 PM
Auditor's Office	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Rocio Villarreal Started On: 07/25/2014 11:48 AM

Final Approval Date: 07/25/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SECOND AMENDMENT TO LEASE AGREEMENT

This SECOND **AMENDMENT** to Lease Agreement is made by and between the County Of Hidalgo, Texas and JULCAR, L.L.C., effective _____day of _____, 2014:

WHEREAS, on June 26, 2012, Hidalgo County ("Lessee") entered into a Lease Agreement ("Lease Agreement") with JULCAR, L.L.C. ("Lessor") in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, Lessor has renovated the floor plan and increased the square footage in the Leased Premises by 2,079 square feet.

WHEREAS, the parties desire to amend the Lease Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the mutual terms and agreements of this Second Amendment to Lease Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged Lessor and Lessee hereby agree to the following amendment to the Lease Agreement:

1. The "Total Square Feet On Proposed Office Building," Contained on Exhibit B of the Lease, Agreement wherein it states "2,546 sq. ft. is deleted and the following is inserted in lieu thereof:

   Total Square Feet on Proposed Building 4,625 square feet.

2. Except as modified herein, all terms and conditions of the Lease Agreement, as amended, remain in full force and effect. Lessor and Lessee ratify and confirm the terms and provisions of the Lease Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

LESSEE:

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

LESSOR:
JULCAR, L.L.C.

By:_____

Printed Name:_____

Approved as to Form:

ATLAS HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

RE: Julcar, LLC Lease Agreement for Suite 2 - 3001 N 23rd

From : Steve Crain <scrain@atlashall.com> Fri, Jul 25, 2014 10:55 AM

Subject : RE: Julcar, LLC Lease Agreement for Suite 2 - 3001 N 23rd

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The amendment is fine.

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, July 24, 2014 5:09 PM
To: Steve Crain
Subject: Fwd: Julcar, LLC Lease Agreement for Suite 2 - 3001 N 23rd

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

----- Forwarded Message -----
From: "Norma Longoria" <norma.longoria@wic.co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, July 10, 2014 3:04:37 PM
Subject: Re: Julcar, LLC Lease Agreement for Suite 2 - 3001 N 23rd

Rocio,
Attached is the floor plan for Suite 2 and designated square footage. If you need anything else, please let me know. Thanks

AI-45644 **Closed Session 18. C.**

CC - REGULAR

Meeting Date: 07/29/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of GEICO Direct Insurance Company

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 03:58 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Aida Alvarez Started On: 07/23/2014 09:25 AM

Final Approval Date: 07/25/2014

AI-45666 **Closed Session 18. D.**

CC - REGULAR

Meeting Date: 07/29/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Clemente Alfaro

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 03:56 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Aida Alvarez Started On: 07/23/2014 03:27 PM

Final Approval Date: 07/25/2014

AI-45668 **Closed Session 18. E.**

CC - REGULAR

Meeting Date: 07/29/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gabriela Ventura

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 03:57 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Aida Alvarez Started On: 07/23/2014 03:30 PM

Final Approval Date: 07/25/2014

AI-45645 **Open Session 19. C.**

CC - REGULAR

Meeting Date: 07/29/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of GEICO Direct Insurance Company

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 03:58 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Aida Alvarez Started On: 07/23/2014 09:26 AM

Final Approval Date: 07/25/2014

AI-45667 **Open Session 19. D.**

CC - REGULAR

Meeting Date: 07/29/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Clemente Alfaro

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 03:56 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Aida Alvarez Started On: 07/23/2014 03:28 PM

Final Approval Date: 07/25/2014

AI-45669 **Open Session 19. E.**

CC - REGULAR

Meeting Date: 07/29/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Gabriela Ventura

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/23/2014 03:57 PM
Purchasing Department	Monica Badillo	07/25/2014 05:26 PM

Form Started By: Aida Alvarez Started On: 07/23/2014 03:31 PM

Final Approval Date: 07/25/2014