AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
August 18, 2015
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**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

A. **AI-50902** Proclamation declaring August 31, 2015 as The University of Texas Rio Grande Valley Day in Hidalgo County.

B. **AI-50903** Proclamation designating the Month of September as Valley Voter Month in Hidalgo County.

C. **AI-50839** Presentation by Rolando Rios on the Texas Voter ID Law.

D. **AI-50957** Presentation regarding Property Assessed Clean Energy (PACE)

E. **AI-50956** Approval of resolution and order in accordance with SB1964 assessing additional fees for filing court cases and/or recording certain documents

7. **District Attorney's Office:**

A. **AI-50783** DA's Office- Border Prosecution Grant/BPU (1281):
Approval to apply for the FY 2015-2016 Border Prosecution Unit Grant.

B. **AI-50745** Border Prosecution Initiative/BPU (1281):
Approval to continue the payment of salaries for two (2) Assistant District Attorneys currently being paid by the Border Prosecution Unit grant pending the award of the 2015-2016 grant.

C. **AI-50527** DA's Title IV-E (1100):
1. Approval of the Title IV-E Grant Budget for October 1,2015-September 30,2016.
2. Approval for County Judge to sign the following documents:
a. Budget
b. Federal Funding Accountability and Transperancy Act (FFATA)
c. Signature Authority Designation Form
d. Internal Control Certification

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

A. **AI-50650** Requesting approval of Official Bond Renewal for Elections Administrator Yvonne Ramon.

9. **Constables:**

A. **AI-50794** Constable Pct. 3:
Discussion , consideration, and approval to appoint Jose Cruz and Daniel Crain as Reserve Deputy Constables by Constable Lazaro Gallardo, Jr., Constable Precinct 3, in accordance with the Texas Local Government Code Section 86.012.

B. **AI-50863** Constable Pct. #4:
Discussion, consideration and action on Management Control Agreement regarding Texas Department of Public Safety and FBI Criminal Justice Information System between Hidalgo County Constable Precinct 4 and IT Department.

10. **Tax Office - Paul Villarreal:**

A. **AI-50646** 1. Submission of 2015 effective and rollback tax rates.
2. Discussion of 2015 planning calendar.
3. Discussion of 2015 tax rates
4. Record vote on proposed 2015 tax rate and schedule two (2) public hearings if proposed tax rate exceeds the lower of the effective or rollback rates.

11. **Sheriff's Office:**

A. **AI-50918** Operation Stonegarden (1284):
1. Authorization and approval to accept an extension for the 2013 Operation Stonegarden Grant (New termination date is 8/19/15).
2. Authorization and approval for County Judge, as authorized official, to sign required documents.

B. **AI-50743** Pursuant to Hidalgo County Cellular Telephone Policy (AT&T, DIR-SDD 1777), presentation for consideration, acceptance and approval of Cellular Phone Request Form (Data Link Card Request) for the following:

Approval for requisition #281478 for (5) five Data Link Hosted Access for vehicle modems ($37.99 each per month).

12. **TX. Agri-Life Extension Services:**

A. **AI-50773** Introduction by Andrea Valdez, County Coordinator and Kimberly Guillen, Community Outreach Program Specialist of the 2015-2016 Hidalgo County 4-H Ambassadors, Hidalgo County Council Officers and District 12 Council Officers.

13. **Executive Officer - Valde Guerra:**

A. **AI-50927** Approval of Agreement for Temporary Easement - Electric Transmission Texas, LLC, (Lots One through Eight (1-8), inclusive, Eyhorn Landfill Subdivision No. 1, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Pages 175-177, Map Records of Hidalgo County, Texas (the “Property”).

B. **AI-50804** Order authorizing collection fee as provided by Article 103.0031, Texas Code of Criminal Procedures

C. **AI-50807** BCAP (1312):
1. Discussion and possible action for approval to extend Funding Agreement for Border Colonia Access Program Amendment No.9 Third Call. The amendment extends the contract to February 28, 2017.
2. Approval for County Judge to sign Funding Agreement for Border Colonia Access Program Amendment #9.

D. **AI-50795** Approval to accept settlement check from Nationwide Insurance in the amount of $4,919.92 to settle auto accident with County vehicle. (Precinct 1)

E. **AI-50833** Approval to accept two (2) settlement checks from Apollo Managing General Agency in the amount of $345.41 & $60.00 to settle auto accident with County vehicle. (Sheriff Office)

14. Health & Human Services Department - Eddie Olivarez

A. **AI-50891** Health Clinics - Infectious Disease Control (1293):
1. Requesting approval to accept the Infectious Disease Control - Ebola FY 16 grant contract #2016-003832-00 in the amount of $131,170.00 for the period of 09/01/2015 to 08/31/2017.
2. Requesting approval for County Judge to e-sign the Infectious Disease Control - Ebola grant contract, Certification Regarding Lobbying statement and the Fiscal Federal Funding Accountability and Transparency Act Certification.
3. Requesting approval of the Certification of Revenue in the amount of $131,170.00.
4. Requesting approval of the budget appropriation.
5. Discussion, consideration, and approval to create one (1) Full Time position position as follows:

Slot#	Dept/Program	Position Title	Proposed Budgeted Salary
G001	340-065	Epidemiologist II	$54,000.00

6. Approval to revise the salary schedule in accordance with Commissioners Court approval.

B. **AI-50712** Health & Human Services RLSS LPHS (1293):
1. Requesting approval to accept the Regional and Local Services System grant contract #2016-001052-00 in the amount of $204,806.00 for the period of 09/01/2015 to 08/31/2017;
2. Requesting approval for County Judge to e-sign the RLSS grant contract, Certification Regarding Lobbying statement and the Fiscal Federal Funding Accountability and Transparency Act Certification statement;

3. Requesting approval of the Certification of Revenue in the amount of $204,806.00;
4. Requesting approval of the budget appropriation in the amount of $204,806.00;
5. Discussion, consideration and approval of the following personnel actions effective 09/01/2015;

Action	Slot#	Dept / Program	Position Title	Budgeted Salary	Proposed Budgeted Salary
Delete	G005	340-006	Public Health Technician I	$35,391.00	$0.00
Create	G006	340-006	System Support Specialist I	$0.00	$41,280.00

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

C. **AI-50605** Requesting approval for Hidalgo County Treasurer's Office - Payroll Division to continue payroll for employee currently funded by the Title V Prenatal FY 15 grant pending receipt of Title V Prenatal FY 16 grant.

D. **AI-50742** 1. Requesting approval to accept the TB/PC Federal grant contract Amendment #2015-001400-01 with a revised amount of $570,949.00. The purpose of the amendment is to add additional funding to extend the contract for four months. Revised end date is 12/31/2015.
2. Requesting approval of the Certification of Revenue in the amount of $142,737.00.
3. Requesting approval of the budget appropriation in the amount of $142,737.00 in grant funds and $28,548.00 in local matching funds.

E. **AI-50832** Health & Human Services - TB Control State Grant(1293):
1. Requesting approval to accept the TB/PC State grant contract #2016-001417-00 in the amount of $605,561.00 for the period of 09/01/2015 to 08/31/2016.
2. Requesting approval for County Judge to e-sign the TB/PC State grant contract, Certification Regarding Lobbying Statement and the Fiscal Federal Funding Accountability and Transparency Act Certification Statement.
3. Requesting approval of the Certification of Revenue in the amount of $605,561.00.
4. Requesting approval of the budget appropriation in the amount of $605,561.00 in grant funds and $121,112.00 in local matching funds.
5. Discussion, consideration, and approval of the following personnel actions effective 09/01/2015:

Action	Slot#	Dept/	Position Title	Budgeted	Proposed

		Program		Salary	Budgeted Salary
Delete	G003	340-008	Outreach Specialist I	$27,016.00	$0.00
Create	G014	340-008	TB Outreach Worker / Medical Asst	$0.00	$29,656.00

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

TB Control Program Income:
1. Requesting approval of the Certification of Revenue in the amount of $27,000.00 for the TB Control program income.
2. Requesting approval of the budget appropriation in the amount of $27,000.00.

F. **AI-50835** 1. Requesting approval to accept the Infectious Disease Control FY 16 grant contract #2016-003779-00 in the amount of $73,450.00 for the period of 09/01/2015 to 08/31/2016.
2. Requesting approval for County Judge to e-sign the Infectious Disease Control grant contract and the Fiscal Federal Funding Accountability and Transparency Act Certification.
3. Approval of the Certification of Revenue in the amount of $73,450.00.
4. Approval of the budget appropriation.
5. Approval of the salary schedule.

G. **Health Care Funding District:**

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

H. **Indigent Health Care Program:**

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

15. **Community Service Agency:**

A. **AI-50938** Acknowledging submission of the general assistance grant from the Texas Veterans Commission in the amount of $300,000.00 with authorization for the County Judge to sign all appropriate documents.

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

A. **AI-50752** Urban County Program is requesting consideration and action to award and enter into an engineering contract with L&G Engineering in the amount of $35,400.00 for Phase 1 Environmental Site Assessment (ESA)/Subsurface Utility Engineering for the Pct.3 Penitas Drain project utilizing the Texas General Land Office (GLO) funds Contract No. 12-406-000-6453/DRS210068.

B. **AI-50779** 1. 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 be obtained from only one source."

2. Approval of a "Sole Source Declaration" with authority to enter into a "Contribution-In-Aid-of-Construction Agreement" with AEP Texas Central Company in the amount of $36,597.66 for (Zone 2) the installation of primary poles and street lights within the City of Sullivan City .

C. **AI-50778** 1. 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 be obtained from only one source."

2. Approval of a "Sole Source Declaration" with authority to enter into a "Contribution-In-Aid-of-Construction Agreement" with AEP Texas Central Company in the amount of $5,586.39 for (Zone 3) the installation of primary poles and street lights within the City of Sullivan City .

D. **AI-50774** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner’s Court of at least three (3) professional engineering firms from the county’s approved “pool” as graded and evaluated by the City of Progreso, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 25, 26 & 27 (2012, 2013 & 2014) City of Progreso – Street Improvements funds.

Professional Service Firm	**Grade**	**Ranked**
Fulcrum Consulting Services	91.67%	
Javier Hinojosa Engineering	89.33%	
Quintanilla, Headley & Associates, Inc.	86.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____ for a Urban County Program Years 25, 26 & 27 (2012, 2013 & 2014) City of Progreso – Street Improvements project.

E. **AI-50765** The Urban County Program is requesting the award of bids and approval of contracts with A-One Insulation and G & G Contractors for the demolition and reconstruction of the following:

1. (1) Unit in the City of Weslaco total contract amount of $53,900.00 to A-One Insulation.
2. (1) Unit in the City of Elsa, (1) unit in the City of Mercedes and (1) unit in the Countywide area (Pct. 1) for total contract amount of $164,900.00 to G & G Contractors.

17. **Precinct #2 - Comm. Cantu:**

A. **AI-50932** Pct. 2 CRC - Alamo:
Requesting approval to accept a donation of the following items from Workforce Solutions to be used at the Alamo CRC Center:

Quantity	Item
6	Computers with Monitors, keyboard and mouse
1	Internet Switch
3	24" x 72" Folding Tables

B. **AI-50924** 1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo, Texas and the City of San Juan, Texas concerning certain road improvements to Owassa Road from Raul Longoria to Alamo Road (FM 907).

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding road improvements to Owassa Road from Raul Longoria to Alamo Road (FM 907).

C. **AI-50785** 1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo, City of San Juan, and City of Alamo, concerning certain road improvements to Cesar Chavez Road from Nolana Loop South to Business 83.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding certain Phase I, II, and III road improvements to Cesar Chavez Road from Nolana Loop South to Bus 83.

D. **AI-50890** CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $23,496.00 to fund Supplemental Agreement No. 6 for the Pct 2 Southfork Drainage Project.

E. **AI-50926** Requesting approval to accept counter offer to purchase a tract of land known as Parcel 8 for the S McColl Road Project (CSJ# 0921-02-288).

18. **Precinct #4 - Comm. Palacios:**

A. **AI-50922** Resolution in Honor of U.S. Marine Lance Corporal Jacob D. Garcia

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

A. **AI-50955** Criminal District Attorney (1100):
1. Discussion, consideration, & approval to pay Supplemental Pay for Slot No.0050, Criminal District Attorney, in the amount $3,500.00 as authorized by the 84th Legislature under the General Appropriations Act Article IX, Section 18.12 to be effective on September 1st, 2015.
2. Approval of interdepartmental transfer.
3. Approval to revise Salary Schedule in accordance to Commissioners Court action.

B. **AI-50923** Approval of Plans of proposed State Highway Improvement for SH 107 (CSJ: 0342-02-049) from West Floodway Levee to FM 1015, with authority for County Judge to sign the required documents.

C. **AI-50380** TxDOT Precinct No.1 (1315):
1. Discussion, consideration, and action to rescind approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $7,881.93 for Advanced Funding Agreement for the Champion St. to US281 project (CSJ:0863-01-057), Agenda Item 23.A.2 AI-48678, approved by Commissioners' Court on March 17, 2015.

2. Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $11,188.57 for the County's participation for the completion of the acquisition/utility relocation process as per Advanced Funding Agreement for the Champion St. to US281 project (CSJ: 0863-01-057).

D. **AI-50775** Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of $6,928.83 (Four Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

E. **AI-50511** Title IV-E Child Welfare Services (1100):
1. Approval of the Title IV-E Child Welfare Services Grant Budget (Contract #23941009) for October 1, 2015 - September 30, 2016.
2. Approval for County Judge to sign Budget Form 2030CWIVE.

F. **Budget Appropriations:**

1. **AI-50744** Const Pct4 US Treasury (1259):
Approval of 2015 appropriation of funds for Const Pct4 US Treasury in the amount of $6,931.42 to fund general supplies.

G. **Interfund transfers:**

1. **AI-50935** Transfers In-Gen Fund (1293):
Approval of 2015 interfund transfer from Co Wide Adm-Contingency to Transfers In-General Fund (1293) in the amount of $1,753.00 to fund the total local match required for the TB Control State Grant Contract No. 2016-001417-00 acceptance, AI-50832 (CC 8/18/15).

2. **AI-50805** Transfers In-General Fund (1293):
Approval of 2015 interfund transfer from Transfers In-General Fund and Transfers Out-Health Grants Fiscal Year 6 into Fiscal Year 5 to fund the total local match required to accept the TB/PC Federal grant contract Amendment #2015-001400-01, CC 08/18/15 (AI-50742), in the total amount of $28,548.00.

20. **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-50857 A. Pursuant to Hidalgo County Accounting Procedures Manual [pg. 3 of 5] B. Guidelines for Permitted Expenditures-2. Reasonable Costs (including taxes and gratuity): **Meals may not exceed $10 per person or $250.00 per event. Refreshments maynot exceed $3 per person or $125 per event. The cost of related expenses may not exceed $25.00,** action to approve an **Exception** to the policy/procedure [i.e. to allow/permit the per meal, event amounts & related costs] due to the need to include stakeholders and public involvement in connection with the proposed final Schematic Design changes made by ERO Architects held at the Echo Hotel on July 14, 2015 as it serves public purpose to inform regarding a major County project;

B. Acceptance and approval of Inv. from the Echo Hotel Conference Center in the amount of $655.96 through PO#728449.

2. AI-50812 a. Ratification of fully executed Change Order No. 9 in connection with the "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," to credit (Betterment Allowance) in the amount of $4,427.00 from contracted vendor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates;

b. Approve Request for Payment-Application No. 20 (PARTIAL RETAINAGE) in the amount of $39,480.36 from D. Wilson Construction Co. awarded contractor for the, "Repairs and Renovations of 1st and 2nd Floors to the Former Administration Building", and as certified by project architect, Alcocer Garcia Associates, Inc. and reviewed & initialed by construction manager, Prodigy C-12-029-10-23

3. AI-50837 A. Presentation of the scoring/evaluation grid [for the purpose of Commissioner's Court to declare the sole response received as "Qualified' in order to proceed with award and approval of license agreement to: **Reyes Shoe Care** for RFP 2015-189-06-03-"Exclusive Shoeshine Concession Services effective September 1, 2015 [pursuant to compliance with all HC requirements & complete execution of agreement by all parties]; and,

B. Action [if applicable and necessary] for Hidalgo County Commissioners Court to select and approve an "alternative" site/area/location [within the first floor of the HC Courthouse and identified in photo attached herein] for the Shoe Shine Concession Stand due to unforeseen/unanticipated logistical and practical problems.

4. AI-50792 a. Authority to advertise and approval of procurement packet [i.e. Exhibit Request for Proposals, Legal Notice, "Exhibit A" Requirements, Exhibit "B" Selection Criteria] as attached hereto [and as reviewed by Safety Division] for: Hidalgo County – "Property and Casualty Insurance" to include Third Party Administration Services] RFP No. 2015-101-10-07-YSS;

b. Assignment/Designation by Commissioners' Court a Committee [as referenced in procurement packet] to score, grade and evaluate the responses received for eventual ranking and/or award.

5. AI-50437 Presentation of bids received [as detailed and attached herein] for the purpose of award and approval of contract document with the responsible vendor submitting the lowest and best bid and meeting all specification and/or requirements for: Hidalgo County "Traffic Road Signs and Other Related Misc. Equipment" - RFB No. 2015-117-05-20-HGO.

6. AI-50756 Acceptance and approval of one [1] of the two [2] Options [as directed by CC] for the engagement of a professional energy consultant services provider for Hidalgo County with **Texas Energy Consultants [#1 ranked vendor]:**

Option A: Contract including, but not limited to the following scope of services:
1. Preparing an RFP [drafting procurement packet working with Purchasing Dept. and Legal Counsel] for the provision of electric energy/power to Hidalgo County [for all eligible/applicable departments, elected offices, programs and/or agencies] for distribution to all statutorily competitively compliant vendors [i.e. coops, state/federal programs, aggregation pools, etc.];
2. Receiving of responses to RFP, clarifying responses [if necessary], negotiating terms & conditions [those in HC best interest and requesting best and final offers, tabulating, analysis of offers,scoring/grading and preparing a grid for submission to CC with recommendations [re: terms of contract, renewal or termination options, re-negotiation factors, etc.]for action by same;
3. Facilitating the execution and implementation of new agreement;
4. Audit first quarter billings to ensure energy provider compliance with contract rates, terms and conditions;
5. During first year with new provider, facilitate the addition and/or deletion of accounts or conversion from other existing providers other than Reliant;
with a negotiated fee of $30K to be paid in monthly installments of $2.5K

Option B: Contract including, but not limited to:
1. All services detailed in Option A herein plus;
2. Audit of billing from Reliant for the past three [3] years;
3. Audit of current billing for accuracy;
4. Addition & deletion of meters/accounts/sites;
5. Quarterly report on usage and compliance by awarded electric power provider;
at a negotiated fee of $40K (11 @ $3,333.33 plus 1 at $ 3,333.37)

7. AI-50137 A. Under the current contracts for HC Cafeteria Plan, discussion and action on current options [two (2), one (1) year renewals] based on re-negotiation of rates of Pre-Tax Section 125 Voluntary Insurance Products and COBRA Administration Services/Cafeteria Plan for eligible Hidalgo County Employees; **OR, IN THE ALTERNATIVE,**

B. Requesting authority to advertise (including the authority to re-advertise the project in the event that no proposals are received and/or rejected and project is still required) and approval of the basic packet [i.e., legal notice, requirements, scope of services, evaluation criteria] with determination of final items listed below for completion of the procurement documents including but not limited to,
1. Number of agents acceptable to Hidalgo County: one [1] or two [2];
2. Agent employee assigned to HC on a schedule basis [as determined by Commissioners Court] to provide services to HC-DBM Employee Benefits Division [in addition to required enrollment period] as well as participating employees on all aspects of pre-tax products;
for the "Hidalgo County-Section 125 Voluntary Insurance and COBRA Administration Services including but not limited to Pre-Tax Products" listed:
a. Accidental
b. Cancer
c. Combined Short and Long Term Disability (Post-Tax)
d. Critical Illness
e. Dental
f. Vision
g. Life Insurance-Changed from Universal to Whole Life (Post-Tax)
C. Selection/designation/assignment of evaluation committee to score, grade and evaluate RFP responses as submitted by participants to the RFP-Hidalgo County-Section 125 Voluntary Insurance Products and COBRA Administration Services.

8. AI-50797 A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a) 7, an item that can be obtained from only one source;

B. Approval of a "Sole Source Declaration" for Mobile Relays Partners, LTD for the provision of 2-Way, Digital and Analog UHF Radio Communication Service and other related services for Hidalgo County Elected Offices, Departments, Programs and/or Agencies (all funding sources);

C. Approval for Hidalgo County Elected Offices, Departments, Programs and/or Agencies to purchase Digital & Analog UHF Radio Communication Services as described above; offered only from Mobile Relays Partners, LTD and as Sole Source on an as needed basis and remaining in effect until otherwise revoked by HCCC.

D. Acceptance and approval of the following invoices for Pcts. 2 & 3 [attached herein along with authorized & issued Purchase Orders as supporting documentation] from Mobile Relays Partners, LTD.:
1. Precinct #3:
a. AIR0035086 - 06/01/15 - $1,169.82 - PO#719197

b. AIR0035214 - 07/01/15 - $1,169.82 - PO #s 727752, 727753 & Requisition #279771
c. AIR0035341 - 08/01/15 - $1,169.82 - Same as above
2. Precinct #2:
a. AIR0035339 - 08/01/15 - $ 30.00 - PO#719387
b. AIR0035342 - 08/01/15 - $ 36.00 - PO#718909
c. AIR0035340 - 08/01/15 - $ 137.97 - PO#719036
d. AIR0035338 - 08/01/15 - $ 890.90 - PO#719037
e. AIR0035344 - 08/01/15 - $ 79.99 - PO#718910

B. County Judge's Office

1. AI-50800 A. Award to primary vendor including approval of final negotiated agreement [as ranked by CC on 06-23-15] for pre-positioned services to Ashbritt, Inc. which includes the following "term" provisions:

B. Term of contract:
1. Initial term of contract-upon approval to execute through December 31, 2016*
2. Renewal/Extension options- Two (2) One (1) year renewals:
• January 01, 2017 through December 31, 2017*
• January 01, 2018 through December 31, 2018*
*[as these are the current terms of award through H-GAC];

C. Pct. 2

1. AI-50951 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

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 "Cesar Chavez Road Improvements" for Pct. 2.

EVALUATION	L&G ENGINEERING	B2Z ENGINEERING	SOUTH TEXAS INFRASTRUCTURE GROUP, LLC
SCORING	95	94	93
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for "Cesar Chavez Road Improvements" for Pct. 2.

D. Pct. 4

1. AI-50917 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional 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 providers for the purposes of ***"ON CALL"*** **[Construction Material Testing/GEO Technical Services]** for projects located within **Hidalgo County Precinct No. 4;**

ENGINEERING FIRMS:

Firms	**L&G Engineering**	**Millennium Engineers Group, Inc.**	**Earth Company, LLC**
Total Scores	**98**	**97**	**96**
Ranking			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement with the No. 1 ranked firm _____ for the purposes of ***"ON CALL"*** **[Construction Material Testing/GEO Technical Services]** for projects located within **Hidalgo County Precinct No. 4**.

E. Community Service Agency

1. AI-50608 A. Requesting exemption form competitive bidding requirements under Texas Local Government Code 262.024 (a)(7) -"an item that can obtained from only one source";

B. Approval of the Sole Source Declaration for "SHAH Software, Inc." for the "Client Tracking Software", to include the purchase of all future upgrades, software, maintenance-support and related services for the Hidalgo County-Community Service Agency for $9500.00 for the first year and 5% increase every year thereafter, Term of Contract is for one (1) year and to be renewed Automactically every year after that and is to remain in effect unless revoke by either party.

F. Colonia Access Program Pct. 1

1. AI-50604 Acceptance and approval of "Supplemental Agreement No. 1" to Work Authorization No. 1 to C-CAP-12-194-07-31 between Hidalgo County and L & G Engineering Laboratory, LLC resulting in an increase of $1,789.49 in the estimated amount.

G. Sheriff's Office

1. AI-50850 A. Presentation of bids received [as detailed and attached herein] for the purpose of awards and approval of contract documents with the responsible vendors submitting the meeting the lowest and best weapons bids and highest purchase of surplus weapons bids titled: Hidalgo County Sheriff's Office - RFB No. 2015-066-07-01-HGO - "Purchase of Weapons" to the following:
1. Colorado Sunrise Holdings, dba, TK Tactical Firearms;
2. GT Distributors, Inc.;
3. Suppressed Tactical Solutions, LLC.
B. Requesting the surplus of weapons (as detailed in the supporting documentation attached) for the purpose of selling to awarded vendors

2. AI-50443 A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(7); an item that can only be obtained from only one source;

B. Approval of a "Sole Source Declaration" for "Oxygen Forensics, Inc." for the purchase of Oxygen Forensic Passware Analyst and Oxygen Forensic Kit Rugged by Oxygen Forensics, Inc.; including any present, future accessories, licenses, support service, and maintenance to be used by Hidalgo County Sheriff's Office and other related Hidalgo County Law Enforcement Agencies (all funding sources) with said declaration to remain in effect while declaration is in place or until revoked by HCCC;

C. Approval for HCSO to purchase the Oxygen Forensic Passware Analyst (includes 12 months of updates) and Oxygen Forensic Kit Rugged (includes 2 months of updates) through assigned requisition #279911 in the amount of $11,198.00;

D. Authorization to renew maintenance and support services and annual licenses for the lifetime of the software.

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. AI-50884 Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

D. **AI-50939** Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red Flower - Tax Abatement.

E. **AI-50941** Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Maroon.

F. **AI-50767** Claim of Vanessa Jamrog

G. **AI-50769** Claim of Alan Thompson

H. **AI-50798** Claim of Roberto Flores

I. **AI-50788** Claim of Dora Alicia Garza for the Estate of Jesus Ibarra Morales

J. **AI-50749** Claim of Railroad Commission of Texas

22. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

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

23. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-50887** Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

D. **AI-50945** Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red Flower - Tax Abatement.

E. **AI-50944** Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Maroon.

F. **AI-50768** Claim of Vanessa Jamrog

G. **AI-50770** Claim of Alan Thompson

H. **AI-50799** Claim of Roberto Flores

I. **AI-50789** Claim of Dora Alicia Garza for the Estate of Jesus Ibarra Morales

J. **AI-50750** Claim of Railroad Commission of Texas

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

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

26. **Adjourn**

AI-50902 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Proclamation declaring August 31, 2015 as The University of Texas Rio Grande Valley Day in Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/13/2015 04:06 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Monica Badillo Started On: 08/13/2015 03:06 PM

Final Approval Date: 08/14/2015

PROCLAMATION DECLARING AUGUST 31, 2015 AS THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY DAY

WHEREAS, the 83rd Texas Legislature passed legislation on May 23, 2013 establishing a new university of the first class in South Texas, and the Governor of Texas signed the bill into law on June 14, 2013; and

WHEREAS, comprised of the assets, human resources, and institutional knowledge of two renowned legacy institutions, The University of Texas Brownsville and The University of Texas Pan American, the Regional Academic Health Centers in Edinburg and Harlingen, and with the addition of a long-awaited medical school, The University of Texas Rio Grande Valley will transform the academic and economic landscape of South Texas; and

WHEREAS, the Texas Constitution provides that the University is entitled to participate in the Permanent University Fund, and The University of Texas System Board of Regents has, to date, allocated hundreds of millions of dollars to The University of Texas Rio Grande Valley; and

WHEREAS, the university has adopted the Vaquero as its official mascot, the original South Texas Vaqueros being the pioneers of the region and were the precursors to the modern day American cowboy; and

WHEREAS, the people of the Rio Grande Valley and the leaders of its local governments, institutions, businesses, and households have exhibited an outpouring of support for The University of Texas Rio Grande Valley; and

WHEREAS, UTRGV will welcome its inaugural class of students August 31, 2015, as the first major public university in Texas to be established in the 21st century, expecting an overall student enrollment of approximately 30,000 students, making it the second largest Hispanic Serving Institution in the nation;

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby proclaims August 31, 2015 as The University of Texas Rio Grande Valley Day in Hidalgo County and will fly the UTRGV flag at the Hidalgo County Courthouse in honor of the university's opening and as a symbol of support.

Dated this 18th day of August 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-50903 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Proclamation designating the Month of September as Valley Voter Month in Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

PROCLAMATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/13/2015 04:06 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Monica Badillo Started On: 08/13/2015 03:08 PM

Final Approval Date: 08/14/2015

PROCLAMATION DECLARING SEPTEMBER 2015 AS

VALLEY VOTER AWARENESS MONTH

WHEREAS, the framers of the Constitution established the United States as a representative democracy that relies on civic engagement; and

WHEREAS, a fundamental element of effective democracy is the principle that all eligible citizens should participate in fair and open elections; and

WHEREAS, the Rio Grande Valley has historically had low voter turnout. Although between 2010 and 2014 voter registration rates increased by 72 percent, only about 24 percent of registered voters cast a ballot in the 2014 mid-term election; and

WHEREAS, in order to reach those who have not fully embraced their rights and responsibilities as citizens, the community must expand opportunities for voter education and nonpartisan voter registration. Vital contributions in this regard can be made by grassroots organizations, by the media, by educational, cultural, and religious institutions, and by other entities in both the public and private sector; and

WHEREAS, across the Rio Grande Valley, there is an urgent need to increase participation in the electoral process.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby proclaims September 2015 as Valley Voter Awareness Month in Hidalgo County and encourages all citizens to exercise their right to vote and to promote participation in the electoral process to their friends, families and neighbors in local, state and national elections.

Dated this 18th day of August 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-50839 **County Judge's Office** **6. C.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation by Rolando Rios on the Texas Voter ID Law.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/11/2015 04:59 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Sandra Deleon		Started On: 08/11/2015 03:27 PM
Final Approval Date: 08/14/2015		

AI-50957 **County Judge's Office** **6. D.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Robert Villarreal, COUNTY JUDGE **Submitted By:** Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation regarding Property Assessed Clean Energy (PACE)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Michael Leo		Started On: 08/14/2015 05:25 PM
Final Approval Date: 08/14/2015		

AI-50956 **County Judge's Office** **6. E.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval of resolution and order in accordance with SB1964 assessing additional fees for filing court cases and/or recording certain documents

BACKGROUND

Fiscal Impact

Attachments

SB and Order

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Michael Leo		Started On: 08/14/2015 05:15 PM
Final Approval Date: 08/14/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

RESOLUTION AND ORDER OF THE HIDALGO COUNTY COMMISSIONERS COURT ASSESSING ADDITIONAL FEES FOR FILING COURT CASES AND FOR RECORDING CERTAIN DOCUMENTS

WHEREAS, Senate Bill 1964 authorizes Hidalgo County to impose an additional filing fee for civil cases of twenty and no one hundredths Dollars ($20.00); for district court, statutory probate court and county courts at law of Hidalgo County, Texas;

WHEREAS, Senate Bill 1964 provides the court filing fees shall be collected in the same manner as other fees, fines, or costs are collected in the case;

WHEREAS, Senate Bill 1964 provides the clerk shall send the filing fees collected by the authority of Senate Bill 1964 to the County Treasurer of Hidalgo County at least as frequently as monthly;

WHEREAS, Senate Bill 1964 provides the County Treasurer shall deposit the Senate Bill 1964 filing fees in a special account in the county treasury dedicated to the construction, renovation, or improvement of the facilities that house courts of Hidalgo County.

NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED by the Commissioners Court of Hidalgo County, Texas that by the authority provided by Senate Bill 1964, the Commissioners Court of Hidalgo County assesses a filing fee, in addition to all other fees authorized or required by other law, of Twenty and no one hundredths Dollars ($20.00) in each civil case filed in all district courts, statutory probate courts and county courts at law in Hidalgo County, Texas to be collected beginning January 1, 2016;

BE IT FURTHER RESOLVED AND ORDERED that court filing fees collected in accordance with this Resolution and Order shall be collected in the same manner as other fees, fines, or costs are collected in the court's case(s);

BE IT FURTHER RESOLVED AND ORDERED the clerk of the district, statutory probate court and the county courts at laws and the County Clerk shall send the filing fees collected under this Resolution and Order to the Treasurer of Hidalgo as least as frequently as monthly and the Treasurer shall deposit the filing fees collected under this Resolution and Order in a special account dedicated to the construction, renovation, or improvement of the facilities that house the courts of Hidalgo County;

BE IT FURTHER RESOLVED AND ORDERED that expenditure of any funds in the special account held by the Treasurer and created by this Resolution and Order

shall be one dollar for the construction, renovation, or improvement of the court facilities for each dollar spent by Hidalgo County;

BE IT FURTHER RESOVLED AND ORDERED the County Clerk shall collect a fee of Ten and no one hundredths Dollars ($10.00) for real property records filing beginning October 1, 2015 to fund the construction, renovation, or improvement of the facilities that house the courts of Hidalgo County, Texas;

BE IT FURTHER RESOVLED AND ORDERED this RESOLUTION and ORDER shall continue from year to year until October 1, 2030 unless this Resolution and Order is rescinded.

PASSED, APPROVED, RESOLVED AND ORDERED this the _____ day of _____, 2015.

Hidalgo County, Texas

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr. County Clerk

AI-50783 **District Attorney** **7. A.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA's Office- Border Prosecution Grant/BPU (1281):
Approval to apply for the FY 2015-2016 Border Prosecution Unit Grant.

BACKGROUND

This grant has been funding 100% of the salaries and expenses for 2 prosecutor positions. One of the positions is titled as Regional Prosecutor since he has the responsibility of assisting law enforcement and local prosecutor's offices for the following counties:

1.) Hidalgo
2.) Cameron
3.) Starr
4.) Willacy
5.) Jim Hogg
6.) Books
7.) Kenedy
8.) Duval
9.) Jim Wells
10.) Kleberg

The other prosecutor assists local Hidalgo County law enforcement agencies with questions on criminal cases.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 1281-412-00-080-012-6-XXX

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

BUDGETARY IMPACT:

1.) No cash match would be required.
2.) This grant currently funds salaries, fringe benefits and allowances for 2 Assistant District Attorneys at a rate of 100%.
3.) Funding is provided through CJD.
4.) Grant Fiscal Year-2016/County Fiscal Year-2015.

REVENUE ACCT: 5-1281-334-10-080-012-6-000

Approval to apply for the Border Prosecution Unit Grant

Attachments

CJD E-MAIL
GRANT CRITERIA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:43 PM
Manuel Chapa	Manuel Chapa	08/12/2015 09:45 AM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Ramiro Sendejo		Started On: 08/07/2015 09:04 AM
Final Approval Date: 08/14/2015		

Ramiro Sendejo

From: Ramiro Sendejo [ramiro.sendejo@da.co.hidalgo.tx.us]
Sent: Thursday, August 06, 2015 9:33 AM
To: 'Ramiro Sendejo'
Subject: BPU

-----Original Message-----
From: Tom Krampitz [mailto:Tom@tlklaw.com]
Sent: Monday, August 03, 2015 3:25 PM
To: Jose.Aliseda@co.bee.tx.us Aliseda; Jose.Aliseda@co.bee.tx.us Aliseda; Isidro Alaniz; Jaime Esparza; Laurie K. English; John T. Hubert; Carlos Omar Garcia; Rene Pena
Cc: Drew T. Durham; Ballard Shapleigh; Kelley Mccormick; Claudia Duran; Marisela Jacaman; Lindsey Roberts
Subject: Grant Update
Importance: High

Dear Exec. Cmte., et al.:

I met with Judy Switzer and Helen Martinez on Friday and had an additional visit with Judy today. Here's the update on grant applications:

1. Judy is retiring, effective 8/15. Our grant is going to be managed in the "Homeland Security" section of the Gov's Office, headed by Aimee Snoddy. Aimee came over from DPS where she managed all of the homeland security grants to local law enforcement agencies - the decision was made during the session to shift all of those programs to the Gov's Office. Aimee was w/ CJD back in 2009 when our program first started, so she has some awareness of what our grant program supports, background, etc.

2. Judy told me that the eGrants for FY 2016 applications should open this week. She also mentioned that this is a time when literally hundreds for different grant programs have Sept. 1 start dates, so the office is going to have some real work overload. She stressed again that our "baseline" grants will not be guaranteed a "minimum amount"...so "equal slices of the pie" as has been the practice. Also...if an office is making a request for supplemental funds for personnel/services/equipment, etc, that must be included in the original grant submission, rather than filed as a supplemental request. So until we get the Exec. Cmte. approval, those who are seeking supplemental funds will need to wait until the Exec. Cmte finalizes its work.

3. Of course there is concern that the grants won't make it through the pipeline in time for the Sept. 1 start date...and/or it will be difficult to get the commissioners court approval of grants before that date. Judy said they could do two things to ease the burden:

a. For those offices that have surplus funds at the end of August sufficient to cover September expenses, CJD can give a 30 day extension on the current grant.

b. For the approval by Commissioners Court, CJD can just insert a grant condition that the resolutions be on file w/ CJD no later than Dec. 1.

4. I told Judy that Reg. 1 and Reg. 3 had made their recommendations, and Reg. 2 would do so this week. So I'd really like to get our "funding plan" to them by Monday of next week. That means the Exec. Cmte needs to be prepared to move quickly after Reg. 2 reports their recommendations on Thursday of this week. I'll send everyone before then a list of the recommendations for Reg. 1 and 3 so you'll have them in hand and can review, so we can move quickly.

5. VERY IMPORTANT: Please review the attached memo I prepared for Judy prior to our meeting on Friday. I wanted to show her that we had conducted a "needs assessment" prior to the meetings of the caucuses...so you'll see how I've

identified the areas where supplemental funding is warranted. And just coincidentally, all of the requests from Reg. 1 and 3 can fit neatly under one of the identified needs, as a "strategy" for meeting the need.

For instance, one of the needs identified is to "address the increased caseloads experienced in prosecutor offices...especially in offices in Region 3 impacted by Operation Strong Safety." Under this need, we'll identify adding the attorney in Starr County recommended by Region 3. Another example is the "need" identified to supply more support for DPS. The strategy will be met by adding the BPU attorney in Cameron County and Jim Wells County in DPS offices. And so on and so forth. The goal is to have all recommendations coming out of the regional caucuses fit under one (or more) of these identified "needs."

A word on training...you'll notice that one of the needs identified is providing training for local law enforcement agencies. Two ways to accomplish that. One is for interested offices to put funds in their own grant request to cover some training costs...the other to have a more structured training program coordinated out of the El Paso County grant (as has been the case up to now for the regionals and the annual training) which Lindsey and I will manage. As to the latter, we can make sure we have consistency in our training curriculum, we can also work out contracts for speakers like Ted Wilson and Mike Bryant, etc. The emphasis, though, is to bring the training to local agencies, even when it may only be a group of 10 or so officers. Some offices may want to handle their own training...but we are going to go ahead and include a substantial training budget in the El Paso County grant application so we have all our bases covered.

I also provided a copy of the criteria the Exec. Cmte. will use to review the proposals coming out of the regional caucuses. I'm going to suggest very strongly that anyone who files a grant application for supplemental funds use the criteria descriptions when writing their project description when filing the grant application.

So to recap:

1. eGrants will open shortly...if you have sufficient funds available to carry through the month of September you can request a 30 day extension.

2. As soon as Reg. 2 reports and I have a chance to integrate their requests into a complete report of all regions, the Exec. Cmte. needs to consider the list and give it their blessing and/or changes. I'm going to suggest we do that on Monday, August 10 in a conference call at 3:00 p.m. Please let me know if you'll be available!

3. Questions? Just let me know!

t

BPU "Supplemental Grant" Guidelines

June, 2015

(1) Does the proposal advance the goals of the Border Prosecution Unit as a whole, and provide specific focus on organized crime/criminal enterprise cases?

(2) Does the proposal address the continued need for new technology, improved connectivity and communication to overcome obstacles up and down the river; i.e., does the proposal support the use of the assets throughout the entire BPU coverage area?

(3) Is the proposal aimed at improving outcomes (not outputs) by (a) improving the quality of prosecutions and specifically in the area of organized crime/criminal enterprise cases, (b) improving the investigative expertise and quality of case preparation of our key law enforcement partners?

(4) Does the proposal promote collaboration, cooperation and eliminating obstacles between competing jurisdictions?

(5) Does the proposal advance the goal of improving the professional skills and knowledge of local law enforcement partners?

(6) Is the proposal consistent with the threat assessments and operational objectives of the Criminal Investigations Division of the Department of Public Safety for the region?

(7) Has a local threat assessment been performed and if so how does this proposal address those threats?

(8) If the proposal adds additional attorneys or investigative personnel, will these personnel be cross deputized and/or allowed to assist in other jurisdictions? Are there "local funds" available to fund personnel costs if grant funds become unavailable?

(9) For shared employees, has a Memorandum of Understanding been executed which details the supervision and tasking of the particular employee's daily activities? Are there "local funds" available to fund salary costs if grant funds become unavailable?

(10) Has the caucus of elected prosecutors from the region in which the proposal is to be performed provided a recommendation of support?

AI-50745 **District Attorney** **7. B.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Border Prosecution Initiative/BPU (1281):
Approval to continue the payment of salaries for two (2) Assistant District Attorneys currently being paid by the Border Prosecution Unit grant pending the award of the 2015-2016 grant.

BACKGROUND

Grant will be submitted as soon as CJD opens the application process. The grant funding will be from September 1, 2015 through August 31, 2016. An email will be sent the day before Commissioners' Court to find out the status of the funding.

AI-50783 (CC 8/18/15) - Approval to apply for the FY 2015- 2016 Border Prosecution Grant.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

COUNTY CALENDAR YEAR: 2015

GRANT FISCAL YEAR PERIOD: 2015-2016
GRANT FISCAL YEAR 2016

SALARIES AND FRINGES WILL GET CHARGED TO THE GENERAL FUND ACCOUNT UNTIL AWARD FOR FY 2016 IS RECEIVED AND CHANGE OF STATUS FORMS ARE SUBMITTED AND PROCESSED. THE CHARGES WILL THEN BE RECLASSIFIED INTO THE GRANT FUND ACCOUNT.

Attachments

CJD E-MAIL
GRANT CRITERIA

POSITIONS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:46 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Ramiro Sendejo		Started On: 08/03/2015 02:04 PM
Final Approval Date: 08/14/2015		

Ramiro Sendejo

From: Ramiro Sendejo [ramiro.sendejo@da.co.hidalgo.tx.us]
Sent: Thursday, August 06, 2015 9:33 AM
To: 'Ramiro Sendejo'
Subject: BPU

-----Original Message-----
From: Tom Krampitz [mailto:Tom@tlklaw.com]
Sent: Monday, August 03, 2015 3:25 PM
To: Jose.Aliseda@co.bee.tx.us Aliseda; Jose.Aliseda@co.bee.tx.us Aliseda; Isidro Alaniz; Jaime Esparza; Laurie K. English; John T. Hubert; Carlos Omar Garcia; Rene Pena
Cc: Drew T. Durham; Ballard Shapleigh; Kelley Mccormick; Claudia Duran; Marisela Jacaman; Lindsey Roberts
Subject: Grant Update
Importance: High

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1. Judy is retiring, effective 8/15. Our grant is going to be managed in the "Homeland Security" section of the Gov's Office, headed by Aimee Snoddy. Aimee came over from DPS where she managed all of the homeland security grants to local law enforcement agencies - the decision was made during the session to shift all of those programs to the Gov's Office. Aimee was w/ CJD back in 2009 when our program first started, so she has some awareness of what our grant program supports, background, etc.

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3. Questions? Just let me know!

t

BPU "Supplemental Grant" Guidelines

June, 2015

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(2) Does the proposal address the continued need for new technology, improved connectivity and communication to overcome obstacles up and down the river; i.e., does the proposal support the use of the assets throughout the entire BPU coverage area?

(3) Is the proposal aimed at improving outcomes (not outputs) by (a) improving the quality of prosecutions and specifically in the area of organized crime/criminal enterprise cases, (b) improving the investigative expertise and quality of case preparation of our key law enforcement partners?

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(7) Has a local threat assessment been performed and if so how does this proposal address those threats?

(8) If the proposal adds additional attorneys or investigative personnel, will these personnel be cross deputized and/or allowed to assist in other jurisdictions? Are there "local funds" available to fund personnel costs if grant funds become unavailable?

(9) For shared employees, has a Memorandum of Understanding been executed which details the supervision and tasking of the particular employee's daily activities? Are there "local funds" available to fund salary costs if grant funds become unavailable?

(10) Has the caucus of elected prosecutors from the region in which the proposal is to be performed provided a recommendation of support?

Object	Position Titlle	2014 BUDGETED SALARY	2015 ADJUSTED SALARY	2015 BASE SALARY	% Inc.	2015 BUDGETED SALARY APPROVED	2015 ACTUAL SALARY	LONGEVITY 115	2015 ACTUAL TOTAL COMPENSATION
113	ASSISTANT DISTRICT ATTORNEY III	79,000.00	-	79,000.00	-	79,000.00	77,920.00	1,920.00	79,840.00
113	ASSISTANT DISTRICT ATTORNEY IV	78,000.00	-	78,000.00	-	78,000.00	76,420.00	4,560.00	80,980.00
	TOTALS	157,000.00	-	157,000.00	-	157,000.00	154,340.00	6,480.00	160,820.00

AI-50527 **District Attorney** **7. C.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA's Title IV-E (1100):
1. Approval of the Title IV-E Grant Budget for October 1,2015-September 30,2016.
2. Approval for County Judge to sign the following documents:
a. Budget
b. Federal Funding Accountability and Transperancy Act (FFATA)
c. Signature Authority Designation Form
d. Internal Control Certification

BACKGROUND

The State reimburses the county for handling of the Title IV-E Child Welfare cases. AI-50511 (CC 8/18/15) - Approval of the Title IV-E Child Welfare Services Grant Budget.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

The County matches 100% of all costs related to Title IV E County Child Welfare Services. However, the Texas Department of Family and Protective Services reimburses the county for part of the expenses when the county handles Title IV E cases. Actual reimbursement is based on Eligible Population Rate (EPR) in effect for the county during the month in which expenses are incurred. The reimbursement is then receipted in a General Fund Revenue account (Acct #5-1100-331-12-080-001-0-000 TDPRS-TITLE IV-E CO LEGAL SRV CONTRACT).

Attachments

FFATA CERTIFICATION
Signature Authority Form
LETTER
Title IV-E Budget - Legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/17/2015 10:50 AM
Manuel Chapa	Manuel Chapa	08/14/2015 03:40 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Ramiro Sendejo Started On: 07/17/2015 10:01 AM
Final Approval Date: 08/14/2015

FFATA Certifications

The Federal Funding Accountability and Transparency Act (FFATA) certifications enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DFPS detailing which of the below statements it cannot certify and why*.**

Grant Award Number: 23941008 & 23941009

Catalog of Federal Domestic Assistance Number (CFDA):

Did your organization complete the System for Award Management (SAM) registration?
☒ Yes ☐ No

Catalog Federal Domestic Assistance (CFDA) Annual Grant Document Number:

Enter Your Dun & Bradstreet (D&B) DUNS Number, and its parent if applicable: 10-311-0834

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No ☐ N/A (if entity does not generate income)

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No" or N/A, answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross income from federal awards in the previous tax year? ☐ Yes ☒ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross income from federal awards in the previous tax year? ☒ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No ☐ N/A (if entity reports through some other means, state how:)

FFATA Certifications

If your answer is "No" you must provide compensation information to DFPS for FFATA reporting. If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval.

contractor entry columns							contractor entry column	
B	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**
Contractor DUNS number	***Contractor DUNS+4 digits as applicable***	***Primary City***	***Primary State***	***9 character zip code***	***Primary Country***	***DFPS Contract Number***	***Contractor Compensated Amount***	***Contractor Legal Name***
008517104	*1234*	*LongTree*	*TX*	*087341234*	*USA*	*529-11-0001-00001*	*John Brown:50000; Mary Rudd:50000; Eric Landon:400000; Todd Parker:300000;Sally Thompson:300000*	*Henderson Clinic*
					USA			
					USA			
					USA			
					USA			
					USA			
					USA			
					USA			
					USA			

FFATA Certifications

As the duly authorized representative (Signatory) of the Contractor named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

Ramon Garcia **Printed Name of Authorized Representative**	 **Signature of Authorized Representative**
County Judge **Title of Authorized Representative**	 **Date**
Hidalgo County **Legal Name of Contractor**	**23941008 & 23941009** **Contract Number**

Texas Dept. of Family and Protective Services

Signature Authority Designation

Form 2031
September 2014

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor: Hidalgo County

The Contractor may: (1) designate additional signature authority by including the additional signature authority's name and title; or (2) verify that the signature below is the only signature authority designated for contracting with DFPS.

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the signature(s) below is a complete, true and correct representation of signature authority.

Ramon Garcia Printed Name	 Signature of Authorized Representative
Hidalgo County Judge Title of Authorized Representative	 Date
Hidalgo County Legal Name of Contractor/Potential Contractor	23941008 and 23941009 Contract or Procurement Number

The Designated Signature Authority as referenced above has authorized the following person(s) listed below to also approve and sign on the contract functions as indicated. Please note that *both* the printed name and signature is required for each authorized individual.

Printed Name	Title	Function	Signature
Ray Eufracio	County Auditor	Billing Approval	

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the DFPS in writing of any changes to the above list.

Ramon Garcia, Hidalgo County Judge Printed or Typed Name & Title of Contract Signatory	 Signature

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
John J. Specia, Jr.

July 14, 2015

Re: FY 2016 - County Legal Services AND Welfare Board IV-E Annual Review

Contract Number: 23941008 & 23941009

Dear Honorable Judge Ramon Garcia:

The Texas Department of Family and Protective Services (DFPS) must comply with federal regulations by conducting an annual review of your Title IV-E contract which includes the following contract actions:

- Identifying the budget to be used for the new contract period. This may include obtaining and approving a revised budget or confirmation of the continued use of the most current budget;
- ensuring documentation of the most current signature designation authority as documented on Form 2031, Signature Authority Designation;
- obtaining a current Form 4734 Federal Funding Accountability and Transparency Act (FFATA) Certification; and
- ensuring current areas of associated risk to the agency are annually identified.

Attached are the documents required to be maintained:

- Budget Form 2030CWIVE;
- Signature Authority Designation, Form 2031;
- Federal Funding Accountability and Transparency Act (FFATA) Certification Form 4734;
- Internal Control Certification, Form 9007ICC
- Risk Analysis Questionnaire, Form 9105.

Please return the budget forms and their associated narrative to support the projected expenditures. If your agency claims an indirect rate, return your agency's most current, approved indirect rate. If a revised budget is not necessary, indicate in your return correspondence that the budget will remain as previously submitted and attached budget form do not need to be completed.

Return Forms 4734, 9007ICC and 9105.

Return Form 2031 only if the signature authority has changed.

Please return the appropriate enclosed documents to my Linda Mendez via email to linda.mendez@dfps.state.tx.us or via mail at the following address by July 28, 2015.

Linda Mendez MC 108-1
Contract Manager
2520 S. Veterans Blvd.
Edinburg, Texas 78539
linda.mendez@dfps.state.tx.us

If you have any questions regarding the proper completion of the enclosed documents, please contact Linda Mendez at 956-316-8269 or linda.mendez@dfps.state.tx.us.

Sincerely,

Elizabet Garza

Elizabet Garza
Contract Manager

cc: Edna Fuentes, CPS Contracts Director, Edinburg, 108-1

Enclosure(s):

- Budget for Title IV-E County Child Welfare Services (Form CWIVE) **AND** Budget for Title IV-E County Legal Services (Form 2030CLIVE)
- Signature Authority Designation (Form 2031)
- Federal Funding Accountability and Transparency Act (FFATA) Certifications, (Form 4734)
- Internal Control Certification, Form 9007ICC
- Risk Analysis Questionnaire, Form 9105

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

K909-Form 2030CLIVE
August 2014

Summary

County:	**Hidalgo County**
Contract Number:	**23941008**
Budget Effective Date:	**10/1/2015-9/30/2016**

Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. Administration			
A.1. Direct Personnel Salaries	$267,180.03	$58,536.47	$208,643.56
A.2. Direct Personnel Fringe Benefits	$98,051.96	$21,482.20	$76,569.76
A.3. Direct Personnel Travel	$2,925.00	$640.84	$2,284.16
A.4. Direct Materials and Supplies	$5,000.00	$1,095.45	$3,904.55
A.5. Direct Equipment	$1,900.00	$416.27	$1,483.73
A.6. Direct Other Costs	$131,500.00	$28,810.34	$102,689.67
Total Administration	*$506,556.99*	*$110,981.57*	*$395,575.42*
B. Training			
B.1. Title IV-E Training (75%)	$23,000.00	$7,558.61	$15,441.40
B.2. Title IV-E Fostering Connections Training (65%)	$23,000.00	$6,550.79	$16,449.21
B.3. Non-Title IV-E Training (50%)	$19,800.00	$4,337.98	$15,462.02
Total Training	*$65,800.00*	*$18,447.38*	*$47,352.62*
C. Indirect Costs (if applicable)			
Total Indirect Costs	*$0.00*	*$0.00*	*$0.00*
Grand Total	**$572,356.99**	**$129,428.95**	**$442,928.04**

***Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:** **43.818%**

Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs): **0.000%**

Contractor Certification

Signature ***Date***

Printed Name & Title

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

K909-Form 2030CLIVE
August 2014

Administration
A.1. Direct Personnel Salaries

County: **Hidalgo County**

Contract Number: **23941008**

Budget Effective Date: **10/1/2015-9/30/2016**

Position or Title	A	B	C	D
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)
Assistant District Attorney III	$5,773.33	25%	12	$17,319.99
Assistant District Attorney III	$5,175.00	100%	12	$62,100.00
Assistant District Attorney II	$4,841.67	100%	12	$58,100.04
Assistant District Attorney II	$4,841.67	100%	12	$58,100.04
Administrative Assistant IV	$3,463.33	100%	12	$41,559.96
Administrative Assistant II	$2,500.00	100%	12	$30,000.00
			Total Direct Personnel Salaries	$267,180.03

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation require
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Budget for Title IV-E
County Legal Services Contract

E	F
Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	**Anticipated County Match**
$3,794.64	$13,525.35
$13,605.49	$48,494.51
$12,729.14	$45,370.90
$12,729.14	$45,370.90
$9,105.37	$32,454.59
$6,572.70	$23,427.30
$58,536.47	$208,643.56

ments, etc.

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

K909-Form 2030CLIVE
August 2014

Administration A.2. Direct Personnel Fringe Benefits			
	County:	**Hidalgo County**	
	Contract Number:	**23941008**	
	Budget Effective Date:	**10/1/2015-9/30/2016**	
Type of Fringe Benefits	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
		$0.00	$0.00
Health Insurance	$35,568.00	$7,792.59	$27,775.41
Life Insurance	$225.36	$49.37	$175.99
Social Security (FICA)	$24,414.21	$5,348.91	$19,065.30
Retirement	$33,828.84	$7,411.56	$26,417.28
Unemployment Comp	$1,914.84	$419.52	$1,495.32
Workers' Comp	$480.71	$105.32	$375.39
Longevity	$1,620.00	$354.93	$1,265.07
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Fringe Benefits	$98,051.96	$21,482.20	$76,569.76

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

K909-Form 2030CLIVE
August 2014

Administration A.3. Direct Personnel Travel			
	County:	**Hidalgo County**	
	Contract Number:	**23941008**	
	Budget Effective Date:	**10/1/2015-9/30/2016**	
Type of Travel Expense Note: only include travel NOT related to personnel training	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Assistant District Attorney III	$225.00	$49.30	$175.70
Assistant District Attorney III	$900.00	$197.18	$702.82
Assistant District Attorney II	$900.00	$197.18	$702.82
Assistant District Attorney II	$900.00	$197.18	$702.82
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Travel	$2,925.00	$640.84	$2,284.16

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Please refer to the Texas State Comptroller's office for current mileage rates.
https://fmx.cpa.state.tx.us/fmx/travel/textravel/trans/personal.php

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

K909-Form 2030CLIVE
August 2014

Administration A.4. Direct Materials and Supplies			
	County:	**Hidalgo County**	
	Contract Number:	**23941008**	
	Budget Effective Date:	**10/1/2015-9/30/2016**	
Materials and Supplies (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
file folders, pens, pads, labels, toners	$5,000.00	$1,095.45	$3,904.55
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Materials and Supplies	$5,000.00	$1,095.45	$3,904.55

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

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August 2014

Administration
A.5. Direct Equipment

County: **Hidalgo County**

Contract Number: **23941008**

Budget Effective Date: **10/1/2015-9/30/2016**

Equipment (description)	**Method Used** (rent/lease/ purchase)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Printers	purchase	$900.00	$197.18	$702.82
Scanners	purchase	$1,000.00	$219.09	$780.91
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
Total Direct Equipment		$1,900.00	$416.27	$1,483.73

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

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August 2014

Administration A.6. Direct Other Costs			
	County:	**Hidalgo County**	
	Contract Number:	**23941008**	
	Budget Effective Date:	**10/1/2015-9/30/2016**	
Other Costs (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Reference Materials (book)	$1,000.00	$219.09	$780.91
Court Cost-Court Transcriptions, citations	$128,000.00	$28,043.52	$99,956.48
Telephone	$500.00	$109.55	$390.46
Sign Language Interpreter	$2,000.00	$438.18	$1,561.82
		$0.00	$0.00
Total Direct Other Costs	$131,500.00	$28,810.34	$102,689.67

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

K909-Form 2030CLIVE
August 2014

B. Training

B.1. Title IV-E Training (75%)

County: **Hidalgo County**

Contract Number: **23941008**

Budget Effective Date: **10/1/2015-9/30/2016**

Training (Description and Title)	**Registration* (amount allocable to Title IV-E)**	**Lodging* (amount allocable to Title IV-E)**	**Meals* (amount allocable to Title IV-E)**	**Transportation* (amount allocable to Title IV-E)**	**Subtotal**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Fund					
Title IV-E Seminars	$800.00	$4,000.00	$150.00	$800.00	$5,750.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total Training	

*estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements,

Budget for Title IV-E
County Legal Services Contract

Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
ds prior to training.			
4	$23,000.00	$7,558.61	$15,441.40
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$23,000.00	$7,558.61	$15,441.40

, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

K909-Form 2030CLIVE
August 2014

B. Training

B.2. Title IV-E Fostering Connections Trainin

County: **Hidalgo County**

Contract Number: **23941008**

Budget Effective Date: **10/1/2015-9/30/2016**

Training (Description and Title)	**Registration* (amount allocable to Title IV-E)**	**Lodging* (amount allocable to Title IV-E)**	**Meals* (amount allocable to Title IV-E)**	**Transport-ation* (amount allocable to Title IV-E)**	**Subtotal**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal					
Title IV-E Seminars	$800.00	$4,000.00	$150.00	$800.00	$5,750.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total Training	

*estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requiren

Budget for Title IV-E
County Legal Services Contract

g (65%)

Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
Funds prior to training.			
4	$23,000.00	$6,550.79	$16,449.21
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$23,000.00	$6,550.79	$16,449.21

ıents, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

K909-Form 2030CLIVE
August 2014

B. Training

B.3. Non-Title IV-E Training (50%)

County: **Hidalgo County**

Contract Number: **23941008**

Budget Effective Date: **10/1/2015-9/30/2016**

Training (Description and Title)	**Registration* (amount allocable to Title IV-E)**	**Lodging* (amount allocable to Title IV-E)**	**Meals* (amount allocable to Title IV-E)**	**Transportation* (amount allocable to Title IV-E)**	**Subtotal**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Fur					
Assistant District Attorneys	$1,400.00	$2,400.00	$350.00	$800.00	$4,950.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00
				Total Training	

*estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Budget for Title IV-E
County Legal Services Contract

Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
nds prior to training.			
4	$19,800.00	$4,337.98	$15,462.02
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$19,800.00	$4,337.98	$15,462.02

s, etc.

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

K909-Form 2030CLIVE
August 2014

Budget Narrative

County:	**Hidalgo County**
Contract Number:	**23941008**
Budget Effective Date:	**10/1/2015-9/30/2016**

Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.s

A. Administration

A.1. Direct Personnel Salaries

Salaries of employees that will be working on Title IV-E files.

A.2. Direct Personnel Fringe Benefits

Fringe benefits of employees that working on Title IV-E files.

A.3. Direct Personnel Travel

Assistant District Attorneys travel allowance ($900.00 yearly) is given to be able to make any necessary home visits to victims, police departments, travel from our office to CPS offices when needed.

A.4. Direct Materials and Supplies

Office Supplies needed for Title IV-E files.

A.5. Direct Equipment

Replacement of existing printers and purchase of scanners

A.6. Direct Other Costs

Books such as the family code, civil procedures and penal codes. Telephone usage and court cost such as citations when the need to be served on family members or out of county witnesses and also pay for sign language interpreters when needed.

B. Training

B.1. Title IV-E Training (75%)

Training that is offered directly relating to Title IV-E.

B.2. Title IV-E Fostering Connections Training (65%)

Training that offers relating to fostering connections.

B.3. Non-Title IV-E Training (50%)

Prosecutors continuing education hours (CLE)

C. Indirect Costs (if applicable)

Cost of publishing citations in an attempt to locate parents in the newspaper and internet.

AI-50650 **County Clerk** **8. A.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Priscilla Torres, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

Requesting approval of Official Bond Renewal for Elections Administrator Yvonne Ramon.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-414-00-130-001-0-520

FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** no

BUDGETARY IMPACT:

Funding pending approval of LIT - AI# 50615
Requisition # 281270

Attachments

Continuation Certificate
Old Republic Surety
Invoice - Jesse Trevino Ins.
Requisition
Bond Section 31.040
Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2015 01:28 PM
Manuel Chapa	Manuel Chapa	07/30/2015 03:24 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Priscilla Torres		Started On: 07/28/2015 04:55 PM
Final Approval Date: 08/14/2015		

FILED
AT 4:25 O'CLOCK P M
JUL 24 2015
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

CONTINUATION CERTIFICATE

BOND NUMBER	BOND DESCRIPTION	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
LPO1135688	Director	20,000.00	08/26/2015	08/26/2016

PRINCIPAL

YVONNE RAMON
8700 NORTH WARE ROAD

MCALLEN, TX 78504

OBLIGEE

COUNTY JUDGE I
HIDALGO COUNTY
P O BOX 1356
EDINBURG, TX 78540

ORIGINAL FOR BOND RENEWAL

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ANY AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SIGNED AND DATED THIS 23rd DAY OF May 2015

0895907
JESSE TREVINO INS. AGENCY, INC
914 N. MAIN STREET, SUITE 4-A
P O BOX 429
MCALLEN, TX 78505-0429

Old Republic Surety Company
SURETY

By Phyllis M Johnson
ATTORNEY-IN-FACT

ORSC 22054 (8-94)

OLD REPUBLIC SURETY COMPANY

FILED AT 4:25 O'CLOCK P M
JUL 24 2015
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Phyllis M. Johnson of Brookfield, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds),*** as follows: Effective Date: 8/26/2015 12:00:00 AM

Bond Number: LPO1135688	Bond Amount:	Twenty Thousand Dollars	$ 20,000.00

Principal Name: YVONNE RAMON

Obligee Name: COUNTY JUDGE I of EDINBURG, TX

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

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

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23rd day of May, 2014.

OLD REPUBLIC SURETY COMPANY

Phyllis M. Johnson
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23rd day of May, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: 09/28/2014
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

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

0895907

Signed and sealed at the City of Brookfield, WI this 29th day of August, 2014.

Phyllis M. Johnson
Assistant Secretary

ORSC 22262 (3-06)

JESSE TREVINO INS. AGENCY, INC

www.orsurety.com

Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201-1635

ENDORSEMENT
Execution Report
Change in Principal Name/Address

PRINCIPAL
YVONNE RAMON
8700 NORTH WARE ROAD

MCALLEN, TX 78504

FILED
AT 4:25 O'CLOCK P M
JUL 24 2015
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OBLIGEE
COUNTY JUDGE I
HIDALGO COUNTY
P O BOX 1356
EDINBURG, TX 78540

BOND NUMBER: LPO1135688 BOND AMOUNT: 20,000.00
BOND DESCRIPTION:
Director

POLICY EFFECTIVE DATE: 08/26/2014 EXPIRATION DATE: 08/26/2015
PROCESS DATE: 08/29/2014
ENDORSEMENT EFFECTIVE DATE: 08/26/2015

AGENCY 0895907
JESSE TREVINO INS. AGENCY, INC
914 N. MAIN STREET, SUITE 4-A
P O BOX 429
MCALLEN, TX 78505-0429

REMARKS
Amend to DB for 2015 renewal. krp

FILED
AT 4:25 O'CLOCK P M
JUL 24 2015
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY P Jones DEPUTY

INVOICE

Jesse Trevino Insurance Agency Inc.
Protecting Your Business.....IS OUR BUSINESS!

5835 Callaghan Rd. Suite 320
San Antonio, Texas 78228
Phone 210-521-8803 Fax 210-521-8854

INVOICE #2015-0723
DATE: JULY 23, 2015

TO:
Hidalgo County
County Judge 1
PO Box 1356
Edinburg, Texas 78540

COMMENTS:
Bond: Yvonne Ramon LPO 1135688
Effective 08/26/2015 thru 08/26/2016

Policy Period	DESCRIPTION	Annual Premium	TOTAL
08/26/2015-2016	Bond Renewal LPO 1135688 Director's Bond Amount $20,000	$70.00	$70.00
		SUBTOTAL	$70.00
		SALES TAX	incl
		SHIPPING & HANDLING	incl
		TOTAL DUE	$70.00

Make all checks payable to:

Jesse Trevino Insurance Agency, Inc. 5835 Callaghan Rd. #320, San Antonio, TX. 78228

Payment is due upon receipt

If you have any questions concerning this invoice, contact Pito Flores 210-521-8803
Thank you for your business!

Requisition

Req # 00281270

PO #

Date: 07/24/15

Bill To: x
x

Vendor : 18465
JESSE TREVINO INSURANCE AGENCY, INC.
5835 CALLAGHAN RD., #320
SAN ANTONIO TX 78228
FAX (956)687-3634

Ship To: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

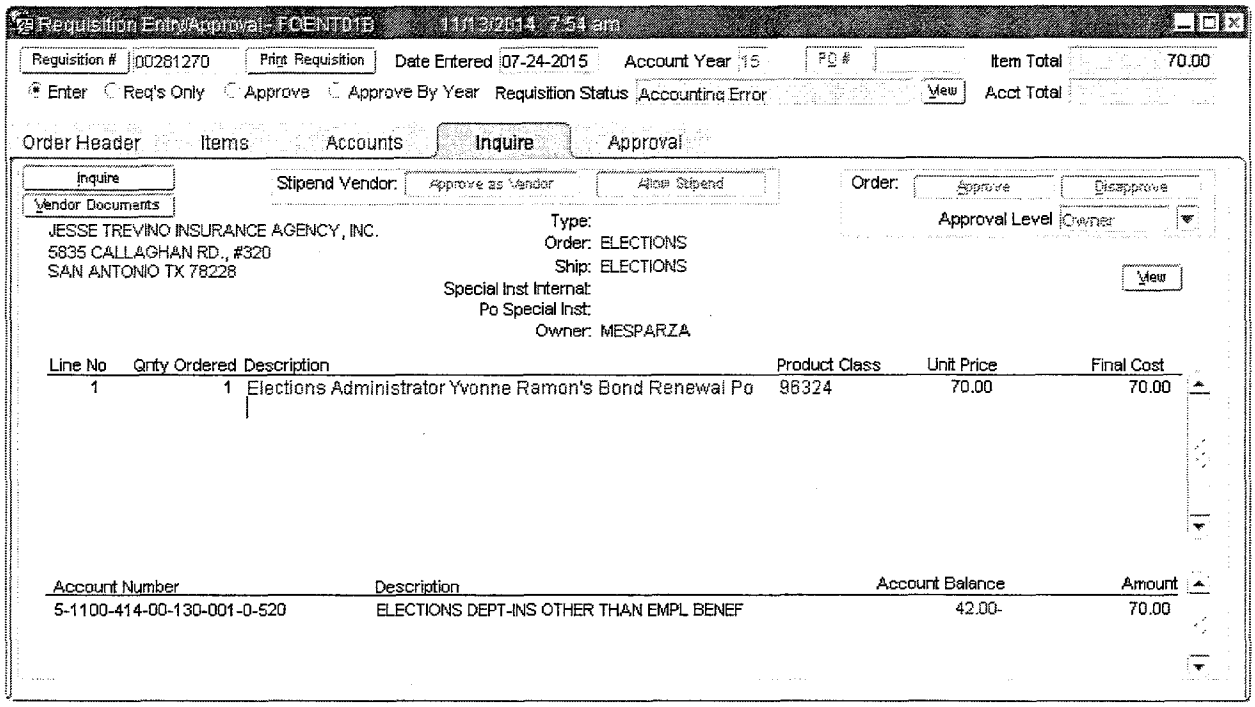
Contact: **Mel Esparza**
956-318-2570

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Yvonne Ramon's Bond Renewal		
		DO NOT DUPLICATE ORDER		
1.00	YEAR	Elections Administrator Yvonne Ramon's Bond Renewal Policy Number LPO 1135688 (8/26/2015-8/26/2016)	70.00	70.00
		Account No	Encumbrance	
		5-1100-414-00-130-001-0-520	70.00	
			Freight	.00
			Total	70.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____


Requisition Entry/Approval - FOENT01B 11/13/2014 7:54 am
Requisition # 00281270
Print Requisition
Date Entered 07-24-2015
Account Year 15
PO #
Item Total 70.00
Enter
Req's Only
Approve
Approve By Year
Requisition Status Accounting Error
View
Acct Total
Order Header
Items
Accounts
Inquire
Approval
Inquire
Vendor Documents
Stipend Vendor:
Approve as Vendor
Allow Stipend
Order:
Approve
Disapprove
Approval Level Owner
JESSE TREVINO INSURANCE AGENCY, INC.
5835 CALLAGHAN RD., #320
SAN ANTONIO TX 78228
Type:
Order: ELECTIONS
Ship: ELECTIONS
Special Inst Internal:
Po Special Inst:
Owner: MESPARZA
View
Line No
Qnty Ordered
Description
Product Class
Unit Price
Final Cost
1
1
Elections Administrator Yvonne Ramon's Bond Renewal Po
96324
70.00
70.00
Account Number
Description
Account Balance
Amount
5-1100-414-00-130-001-0-520
ELECTIONS DEPT-INS OTHER THAN EMPL BENEF
42.00-
70.00

Sec. 31.040. BOND. (a) Before assuming the duties of a county elections administrator, the person appointed to the position must give a bond that is in an amount set by the commissioners court, not to exceed $20,000, payable to the county judge, approved by the commissioners court, and conditioned on the faithful performance of the duties of the position.

(b) The commissioners court or the administrator may require any or all of the administrator's deputies, other than unpaid volunteer deputy registrars, to give a bond similar to that required of the administrator in an amount not exceeding the amount of the administrator's bond.

Acts 1985, 69th Leg., ch. 211, Sec. 1, eff. Jan. 1, 1986.

AI-50615 **2015 Intradept. (line item) Transfer 2. 0.**

CC CONSENT

Meeting Date: 08/04/2015

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Melanie Esparza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2015 - Elections (1100)

BACKGROUND

Fiscal Impact

Attachments

Elections LIT

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management		
Auditor's Office		
Form Started By: Melanie Esparza		Started On: 07/23/2015 03:51 PM

DATE: July 23, 2015

2015
Transfer
AI-50615

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 5-1100-414-00-130-001-0-XXX

Contact Person: Melanie Esparza Ph#: (956) 318-2570 Ext. 5707

SUBJECT: **Intradepartmental transfer(s)** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
610	Elections Dept-General Supplies	520	Elections Dept-Ins Other than Empl Benef	$100.00
			TOTAL	$100.00

REASON:
Transfer needed to pay for Mrs. Ramon's bond renewal.

Approved by

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-50794 **Constables** **9. A.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Rene Gonzalez, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3:
Discussion , consideration, and approval to appoint Jose Cruz and Daniel Crain as Reserve Deputy Constables by Constable Lazaro Gallardo, Jr., Constable Precinct 3, in accordance with the Texas Local Government Code Section 86.012.

BACKGROUND

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The
commissioners court may limit the number of reserve deputy constables that a constable may appoint.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Reserve Deputy Constables do not get paid from County funds; no fiscal impact to County.

Attachments

Local Gov't Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:53 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Raquel Ramos		Started On: 08/07/2015 10:14 AM

Final Approval Date: 08/14/2015

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than $500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole

amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.
Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 18, eff. September 1, 2005.

Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001. Amended by:

Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may

act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

Sec. 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process

throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, Sec. 1, eff. Jan. 1, 1998.

Sec. 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are

liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by:

Acts 2007, 80th Leg., R.S., Ch. 421, Sec. 6, eff. September 1, 2007.

Sec. 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

AI-50863 **Constables** **9. B.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. #4:
Discussion, consideration and action on Management Control Agreement regarding Texas Department of Public Safety and FBI Criminal Justice Information System between Hidalgo County Constable Precinct 4 and IT Department.

BACKGROUND

This agreement is to establish and enforce Security Control of the access and use of the Texas Department of Public Safety's (DPS) Texas Law Enforcement Telecommunications System and associated DPS, FBI and other systems in a location where access to and/or use of that system accomplished by a criminal justice agency with the assistance of a non-criminal justice governmental agency. This agreement place Security Control of that access and use under the authority of the criminal justice agency between Hidalgo County Constable Precinct 4 and Hidalgo County Information Technology Department.

Fiscal Impact

Attachments

Agreement
Legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/13/2015 02:11 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Nayla Munoz		Started On: 08/12/2015 02:39 PM
Final Approval Date: 08/14/2015		

MANAGEMENT CONTROL AGREEMENT
REGARDING
TEXAS DEPARTMENT OF PUBLIC SAFETY AND FBI
CRIMINAL JUSTICE INFORMATION SYSTEMS

The purpose of this document is to establish and enforce Security Control of the access and use of the Texas Department of Public Safety's (DPS) Texas Law Enforcement Telecommunications System and associated DPS, FBI and other systems in a location where access to and/or use of that system is accomplished by a criminal justice agency with the assistance of a non-criminal justice governmental agency. This document places Security Control of that access and use under the authority of the criminal justice agency.

This document is an agreement between

_____

the "criminal justice agency," and,

_____

the "non-criminal justice agency" providing services in support of the criminal justice agency in the execution of its duties under the "administration of criminal justice."

Whereas the non-criminal justice agency manages the associated computer and/or equipment and personnel that provide the criminal justice agencies with access to the Texas Law Enforcement Telecommunications Systems (TLETS), and

Whereas the non-criminal justice agency through the Communications Supervisor performs certain functions of the Texas Crime Information Centers (TCIC) and the National Crime Information Center (NCIC) for the criminal justice agency, and

Whereas the criminal justice agency has signed an agreement with the Texas Department of Public Safety to use and participate in the state's telecommunications networks and associated systems, and

Whereas the state transmits state and national criminal history information over those networks, and

Whereas the state participates in the FBI CJIS Systems which require that all access to the FBI CJIS Systems be controlled by the *FBI CJIS Security Policy*, and

Whereas the CJIS Security Policy requires that the State CJIS Systems Agency (The Texas Department of Public Safety) establish "Security Control," for that access, and

Whereas Security Control is defined as the ability of the CSA or criminal justice agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel; and
2. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CJIS systems used to process, store, or transmit criminal justice

information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Whereas the Department of Public Safety defines management control as the authority and responsibility to enforce Security Control as herein defined,

Therefore, be it resolved that this agreement hereby places the technical services division under the management control, as herein defined, of the criminal justice agency.

SECURITY

The non-criminal justice agency agrees to abide by all current and hereafter approved rules of the Texas, and National Law Enforcement Telecommunications Systems and of the Texas and National Crime Information Centers (TCIC/NCIC), including but not limited to all requirements of the *CJIS Security Policy*. The compliance with those requirements shall be determined by the criminal justice agency and TCIC.

Computers having access to TCIC/NCIC must have the proper software and hardware controls, implemented under the supervision of the criminal justice agency, to prevent criminal history and other TLETS data from being accessible to any terminals other than authorized terminals.

The non-criminal justice agency must allow adequate physical security, as required by the *CJIS Security Policy* and determined by the criminal justice agency, to protect against any unauthorized personnel gaining access to the terminals, computer equipment or any of the stored data.

Personnel at the criminal justice agency site must be screened thoroughly under the authority and supervision of the criminal justice agency, in accordance with TCIC/NCIC policy. This screening applies to criminal justice and non-criminal justice personnel, including non-criminal justice maintenance and technical personnel. This screening will be done under the guidelines established in the *CJIS Security Policy*. Decisions by the criminal justice agency related to personnel are limited to the inclusion or exclusion of personnel from the criminal justice agency, according to the guidelines established by the CJIS Security Policy and implemented by TCIC Policy.

All visitors to the criminal justice agency and the technical services division must be accompanied by staff personnel at all times.

All terminals and network equipment having access to the state's law enforcement networks must be physically placed in secure locations, as required by the *CJIS Security Policy* and determined by the criminal justice agency.

Access to all terminals and network equipment that protects and/or transmits the criminal justice data must be restricted to the minimum number of authorized employees needed to complete the work.

Printed copies of criminal history data obtained from TCIC or NCIC must be afforded security to prevent any unauthorized access to or use of the data. When the printout is no longer needed, it must be filed in a secure file or destroyed.

No dial-up access will be permitted to a computer or a terminal with access to the state's law enforcement network unless that dial-up access has been approved by the criminal justice agency and the state.

No terminal will access the state's law enforcement networks, and no data will be requested or obtained through these networks without the approval of the criminal justice agency.

No changes will be made to the configuration of the networks accessing the state's law enforcement network without prior approval of the state.

TRAINING

All terminal operators must be trained according to TCIC/NCIC standards.

RECORDS KEEPING

The non-criminal justice agency agrees to allow the implementation of all TCIC/NCIC records keeping rules, including but not limited to:

1. Timeliness of entry/cancellation/clear
2. Quality Assurance of entries
3. Validation of entries
4. Ten Minute/One Hour Hit Confirmation
5. Dissemination of TCIC/NCIC information
6. Logging of criminal history inquiries
7. Use of the system for authorized purposes only

The criminal justice agency through its supervisor will cooperate in the preparation of and following written procedures concerning these and all TCIC/NCIC records keeping requirements. Those procedures will be established, maintained, and followed as determined by the criminal justice agency in accordance with TCIC/NCIC policies.

MONITORING AND AUDITING

The non-criminal justice agency agrees to allow the criminal justice agency and TCIC necessary access, as determined by TCIC and the criminal justice agency, to the physical locations, any computer programs, any computer files, and/or network activities necessary to implement and enforce security control as defined by the *CJIS Security Policy*. The criminal justice agency in accordance with TCIC/NCIC policy, has the responsibility and authority to monitor, audit and enforce the implementation of this agreement by the non-criminal justice agency.

DPS and FBI audits of the technical services division will be to determine whether policies have been established by the criminal justice agency and implemented by the non criminal justice agency.

GENERAL

The criminal justice agency will not manage the day to day operations of the technical services division, but may establish and enforce the priorities necessary to meet DPS and FBI policies regarding system use.

The non-criminal justice agency agrees to cooperate with the criminal justice agency in the implementation of this agreement, and to accomplish the directives of the criminal justice agency under the provisions of this agreement.

Non-Criminal Justice Agency	**Criminal Justice Agency**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
Signature	Signature
	Printed Name
Title	Title
Date	Date

APPENDIX A

Appropriate environmental security measures would include:

a) A back-up power supply or uninterruptible power source.
b) Environment monitors and controls for temperature, air conditioning, humidity, etc.
c) Emergency lighting.
d) Adequate fire detection/suppression devices.
e) Emergency shutdown of system and/or power devices.
f) Duplicate computer files, if applicable, (as a countermeasure for unauthorized destruction of original files) which are to be maintained off premise. Computer tapes or discs should be locked in a safe (fireproof) storage area under the control of senior agency personnel. Secondary storage (off-site location) will be used to back-up.

APPENDIX B

The standards apply to all Center personnel with access to network systems as defined in Title 28 CFR, Part 20 to CHRI data, including, but not limited to:

a) Management personnel who direct criminal justice related software, hardware, or dispatch functions.
b) Supervisory personnel who supervise criminal justice related software, hardware, or dispatch functions; or have terminal access to criminal justice data either directly or through their subordinates; or who have general responsibility for criminal justice related data storage, switching, transmission and logging.
c) Personnel involved in analysis, evaluation and/or programming of criminal justice related data stored, switches, transmitted or logged by the center.
d) Non-Data processing personnel who regularly provide necessary software or hardware installation, modification or maintenance in the dispatch center.
e) Non-Data Processing personnel who provide temporary and necessary software, hardware or telecommunications installation, modification or maintenance, or such other services as deemed necessary by the Communications Supervisor.
f) All other persons with direct access to the dispatch center or terminals with access to the state's telecommunications system.

Constable,

Please see below. I would suggest your office place this item on the agenda as soon as possible.

Thanks!

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
Sent: Wednesday, August 12, 2015 1:28:45 PM
Subject: RE: Management Control Agreement

Yes, we have had similar type agreements go through court as a matter of formality.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 318-2313 ext. 3823

(956) 318-2079 FAX

josephine.ramirez@da.co.hidalgo.tx.us

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****

From: Renan Ramirez [mailto:renan.ramirez@co.hidalgo.tx.us]
Sent: Wednesday, August 12, 2015 1:18 PM
To: Josie Ramirez
Subject: Fwd: Management Control Agreement

Josie,

My apologies, my phone will sometimes NOT include the attachment when I fwd an email.

Thanks!

Renán Ramirez
Chief Information Officer
County of Hidalgo, Texas
956-289-7444

From: "Nayla Munoz" <nayla.munoz@co.hidalgo.tx.us>
To: "renan ramirez" <renan.ramirez@co.hidalgo.tx.us>
Cc: "Horaldo Sanchez" <horaldo.sanchez@co.hidalgo.tx.us>
Sent: Wednesday, August 12, 2015 11:44:56 AM
Subject: Management Control Agreement

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

AI-50646 **Tax Office** **10. A.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: TAX OFFICE

Information

CAPTION

1. Submission of 2015 effective and rollback tax rates.
2. Discussion of 2015 planning calendar.
3. Discussion of 2015 tax rates
4. Record vote on proposed 2015 tax rate and schedule two (2) public hearings if proposed tax rate exceeds the lower of the effective or rollback rates.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	07/28/2015 03:14 PM
Budget & Management	Veronica Ortiz	07/29/2015 03:04 PM
Manuel Chapa	Manuel Chapa	07/31/2015 01:16 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Merlen P. Munoz		Started On: 07/28/2015 11:56 AM
Final Approval Date: 08/14/2015		

AI-50918 **Sheriff's Office** **11. A.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Operation Stonegarden (1284):
1. Authorization and approval to accept an extension for the 2013 Operation Stonegarden Grant (New termination date is 8/19/15).
2. Authorization and approval for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant number: 2013-SS-00045 (Federal)

13-GA-48215-06 (SAA--State Administrative Agency)

Grant was awarded to the Hidalgo County Sheriff's Office, PCT. 1, PCT. 2, PCT. 3, PCT. 4, and twelve (12) city police departments: Alamo, Donna, Edinburg, Hidalgo, La Joya, Mercedes, Mission, Palmview, Penitas, Pharr, San Juan, and Weslaco. Original grant award termination date: February 28, 2015 Extended termination date: May 31, 2015 (AI #48484 2/17/15) New Termination date: August 19, 2015

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1284-421-00-280-047-6-XXX

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

BUDGETARY IMPACT:

No budgetary impact. Grant period extension only. New termination date: August 19, 2015.

Attachments

GAN

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/14/2015 09:24 AM
Budget & Management	Debbie Tamez	08/14/2015 10:02 AM

Manuel Chapa	Manuel Chapa	08/14/2015 11:31 AM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 08/14/2015 08:41 AM

Final Approval Date: 08/14/2015

Texas Department of Public Safety

2013 Grant Adjustment Notice
for

Hidalgo County

1. General Award Information	**Reference/Encumbrance No:**	
Date of Award: August 13, 2015	**Prepared By: Mendez, Arturo**	**3. SAA Award Number:** 13-GA 48215-06

4. Sub-Recipient Name and Address

Judge Ramon Garcia
Hidalgo County
302 W. University
Edinburg, TX 78539

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
State Homeland Security Program (SHSP)

Federal Grant Award Number: EMW-2013-SS-00045

Federal Granting Agency: Department of Homeland Security FEMA
Grant Programs Directorate

Date Federal Grant Awarded to TxDPS: September 1, 2013

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$3,480,107.10

Grant Period:	
From:	**To:**
Sep 1, 2013	**Aug 19, 2015**

(The SAA must receive all invoices by the end of grant period)

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2013, (Public Law 113-6), and the Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Garry Jones
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:	**Signature of Sub-Recipient Official:**	
Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	**DUNS Number:**	**Date Signed :**

DUE DATE: August 19, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

2013 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

1. *Fill in the information and sign the Grant Sub-Recipient Award;*
2. *Certify they have read and understand these Terms and Conditions;*
3. *Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and*
4. *Return all documents via email to* **SAA_SRA@dps.texas.gov** *on or before the date provided in the transmittal letter and/or in this grant.*

Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2013 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2013 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2013 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2013 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2013 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2013 Funding Opportunity Announcement as binding.

Standard of Performance. Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurances – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certifications, hereinafter referred to as "**Exhibit C**"
4. State of Texas Assurances, hereinafter referred to as "**Exhibit D**"

Failure to Perform. In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Funding Obligations

A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.

B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.

C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.

D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.

E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

Performance Period

The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);

2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

3. 44 C.F.R. Part 10, Environmental Considerations

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)

3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2013 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf and the Nonprofit Security Grant Program (NSGP), https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-0844/fy_13_nsgp_foa_final.pdf.

DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards.; http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.

2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Operation Stonegarden (OPSG) Specific Conditions

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.

2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.

3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.

4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.

5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) at http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc and the State Administrative Agency Sub-recipient Manual, available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:

a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;

b. Texas Government Code Sections 556.004, 556.005, and 556.006, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

c. Texas Government Code Sections 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

d. Texas General Appropriations Act, Art. IX, Section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and

e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

Restrictions and General Conditions

A. Use of Funds. DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

B. Lobbying Prohibited. No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not 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 FEMA.

C. Transferring Funds. Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.

D. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.

E. Cost Categories. There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2013 HSGP FOA, Appendix C, Funding Guidelines.

1. Management and Administration
2. Planning
3. Organization
4. Equipment
5. Training
6. Exercises
7. Maintenance and Sustainment
8. Critical Emergency Supplies
9. Construction and Renovation

F. Governing Board Approval. In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

G. Notices. All notices or communications required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Lone Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

DPS/THSSAA Contact Information
Deputy Assistant Director Texas Homeland Security State Admin. Agency Texas Department of Public Safety P.O. Box 4087 Austin, TX 78773-0220

H. Points of Contacts. Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

I. DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform.

J. Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, www.sam.gov/, or other federally

established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. Indirect Cost Allocation Plan. Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at http://harvester.census.gov/sac/dissem/asp/reports.asp. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to **SAA_SRA@dps.texas.gov** . The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. Reporting Total Compensation of Sub-recipient Executives. 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. Applicability and what to report: Sub-recipient shall report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report: Sub-recipient shall report executive total compensation at www.ccr.gov, www.sam.gov/, or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. Direct Deposit. If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to SAA_RR@dps.texas.gov. The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf. Sub-recipient may simultaneously sign up for the Advance Payment Notification **(APN)**email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. Procurements. Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. Contract Provisions. All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at https://www.sam.gov/portal/public/SAM/.

Q. Management and Administration. If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at http://www.fema.gov/grants/grant-programs-directorate-information-bulletins..

R. Personnel Cap. Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at SAA@dps.texas.gov. Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal 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 sample inventory record format at http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to http://www.lep.gov.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04,

Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

HH. Public Dissemination of Sensitive Information. Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. Classified Security Condition

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information.

2. "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.

4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at:
http://www.dhs/.ov/xopnbiz/grants/index.shtm.

5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: DD254AdministrativeSecujjidhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII).Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments:
http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Other Requirements

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.

2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4.

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing $5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2013 COG Statement of Work.

Monitoring

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Sub-recipient's compliance with this Grant and of the adequacy and timeliness of Sub-recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Sub-recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-recipient. Failure by Sub-recipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

Audit

Audit of Federal and State Funds. Sub-recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26). Sub-recipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

Right to Audit. Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by Sub-recipient from funds that were not provided or otherwise made available to Sub-recipient pursuant to this Grant or any other federal contract.

Sub-recipient's Facilitation of Audit. Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of Sub-recipient. Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

State Auditor's Clause. Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

Retention and Accessibility of Records

Retention of Records. Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS §__.42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

Access to Records. Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

Inclusion in Subcontracts. Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

After Action Reporting. Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

Signatory Authority. Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

Authorized Representative. The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

No Liability for Employees and Officers

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

Non-Waiver of Defaults

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

Changes and Amendments

Modification. FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

Written Amendment. Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

Authority to Amend. During the period of performance for this Grant, DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Grant's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Sub-recipient as if written in this Grant.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

Headings

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

Venue

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

Suspension

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

Termination

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;

2. The effective date of such termination; and

3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

Enforcement

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;

2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;

3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;

4. Withhold further awards for the program; or

5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and

2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

Conflict of Interest

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

Closing of the Grant

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;

2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and

4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" "means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit A.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters;(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

Exhibit C

Certifications

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov or www.sam.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this agreement 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient agrees that it is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign to certify this Exhibit C.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.>

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at
https://www.sam.gov/portal/public/SAM/

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign to certify this Exhibit D.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

AI-50743 **Sheriff's Office** **11. B.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy (AT&T, DIR-SDD 1777), presentation for consideration, acceptance and approval of Cellular Phone Request Form (Data Link Card Request) for the following:

Approval for requisition #281478 for (5) five Data Link Hosted Access for vehicle modems ($37.99 each per month).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-532

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

BUDGETARY IMPACT:

Amount available for requisition# 281478 as of 8-10-15 $949.75 for AT&T MOBILITY

Attachments

AT&T DATA CARDS

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/03/2015 03:26 PM
Budget & Management	Veronica Ortiz	08/07/2015 01:45 PM
Manuel Chapa	Manuel Chapa	08/10/2015 04:11 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Myra Montoya		Started On: 08/03/2015 11:23 AM
Final Approval Date: 08/14/2015		

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☑ Other: AT&T

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee:_____ Employee ID#_____ Signature:_____

DEPARTMENT: Hidalgo County Sheriff's Office DEPT #: 280

Quantity: 5

Service: $ 37.99 /mo (x) 5 months = 949.75 Account: 5-1100-421-00-280-001-0--532

Service: $_____/mo (x) ____ months = 0.00 Account:_____-619/664

Requisition Total: 949.75 **Requisition Number:** 281478

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

Signature Gabriel Castaneda Division Chief 07/29/2015

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ SPRINT UNLIMITED DATACARD PLAN -or-

☐ SPRINT BE1000 + DATAPLAN

☑ OTHER: AT&T

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

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 01/21/2010

at&t

7/21/2015

Hidalgo County Sheriff's Office

Provided by
Hector Orellana
Client Solutions Executive 2
956-605-4849

ho9555@att.com
721 Beech Ave.
McAllen, TX 78539

Kristina Rodriguez
Client Solutions Executive
210-275-6200

tm2749@att.com
1010 N Saint Marys St
San Antonio, TX 78215

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:
DataConnect Government Unlimited Data - Monthly SOC: LTEDDUG	5	$69.99	$37.99	$ 189.95

Product	Quantity	Retail	DIR Cost	One Time Cost:

Accessory	Quantity	Retail	DIR Cost	One Time Cost:
*Payment must be made within 30 days of receiving equipment			**Total Amount Due:**	See quote price below

AI-50773 **Texas Agri-Life Extension Serv.** **12. A.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Introduction by Andrea Valdez, County Coordinator and Kimberly Guillen, Community Outreach Program Specialist of the 2015-2016 Hidalgo County 4-H Ambassadors, Hidalgo County Council Officers and District 12 Council Officers.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Ambassadors

County Council & D12 Council Officers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:53 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Nora Linda Cruz Started On: 08/05/2015 02:18 PM

Final Approval Date: 08/14/2015

2015 - 2016 Hidalgo County 4-H Ambassadors

Texas A&M AgriLife Extension

	Name	Club
1	Bianca Rebecca Garcia	Town & Country 4-H Club
2	Brody Maclaine Hill	Linn – San Manuel 4-H Club
3	Tyler Wayne Denny	Town & Country 4-H Club
4	Cynthia Lilliana Cantu	Lone Star 4-H Club
5	Olivia Renee Vela	Linn – San Manuel 4-H Club
6	Brianna Nicole Bullion	New Horizons 4-H Club
7	Amanda Cristina Salinas	Linn – San Manuel 4-H Club
8	Matthew David Salinas	Linn – San Manuel 4-H Club
9	Michael Alexander Bullion	New Horizons 4-H Club
10	Krista Luisa Olivarez	Town & Country 4-H Club
11	Claudia Christina Martinez	Queen City 4-H Club
12	Vanessa Marie Martinez	Queen City 4-H Club
13	Leandra Victoria Flores	Linn – San Manuel 4-H Club
14	James Andrew Cano	Legacy 4-H Club
15	Arianna Cantu	Linn – San Manuel 4-H Club
16	Derek Shane Cerelli	Linn – San Manuel 4-H Club

2015 – 2016
Hidalgo County 4-H Council

President - Claudia Christina Martinez (Queen City 4-H Club)

First Vice President - Vanessa Marie Martinez (Queen City 4-H Club)

2nd Vice President - Bianca Rebecca Garcia (Town & Country 4-H Club)

Secretary - Michael Alexander Bullion (New Horizons 4-H Club)

Treasurer - Charles Christopher Lee (Valley West 4-H Club)

Reporter - Brianna Nicole Bullion (New Horizons 4-H Club)

Parliamentarian - Tyler Wayne Denny (Town & Country 4-H Club)

Delegate - Claire Danielle Lee (Valley West 4-H Club)

Delegate - Daena Lynn Ciomperlik (Valley West 4-H Club)

District 12 Council Officers

Delegate at Large – Claudia Martinez

Public Relations – Bianca Garcia

AI-50927 **Executive Office** **13. A.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Agreement for Temporary Easement - Electric Transmission Texas, LLC, (Lots One through Eight (1-8), inclusive, Eyhorn Landfill Subdivision No. 1, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Pages 175-177, Map Records of Hidalgo County, Texas (the "Property").

BACKGROUND

As per Steve Crain

Fiscal Impact

Attachments

agreement
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2015 11:05 AM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Monica Badillo Started On: 08/14/2015 10:57 AM

Final Approval Date: 08/14/2015

AGREEMENT FOR TEMPORARY EASEMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Hidalgo County, Texas ("Owner") is the owner of certain property in Hidalgo County, Texas, more particularly described as follows:

> Lots One through Eight (1-8), inclusive, Eyhorn Landfill Subdivision No. 1, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 49, Pages 175-177, Map Records of Hidalgo County, Texas (the "Property").

A. Electric Transmission Texas, LLC, a Delaware limited liability company ("ETT") has declared a public need to acquire an easement over, upon, and across the Property solely for the construction, operation and maintenance of one 345 kV double-circuit capable transmission line and associated facilities, as approved in PUC Docket No. 40728.

B. ETT has delivered to Owner a final offer letter, dated June 12, 2015, and filed a condemnation petition, dated July 2, 2015, seeking to acquire such easement rights on the terms described in that petition (the "Easement Rights").

C. The Easement Rights that ETT is seeking to acquire are along the route described in the attached Exhibit A (the "Easement Area"). Owner does not desire to unnecessarily delay ETT's access to and use of the Easement Area, and ETT is willing to pay an amount for the immediate access to and use of the Easement Area, which amount, upon acquisition of the Easement Rights by ETT, by grant or by final judgment in condemnation, shall be applied to the consideration for the grant or to the satisfaction of the judgment, as applicable.

D. For the purpose of allowing the parties additional time to investigate and negotiate, without delaying ETT's access to and use of the Easement Area, and to postpone the possible need for ETT to exercise its power of eminent domain to acquire the Easement Rights, the parties agree as follows:

Terms and Conditions

1. ETT shall pay to Owner the sum of ONE HUNDRED TWENTY THOUSAND FIVE HUNDRED AND SIX AND NO/100 DOLLARS ($120,506.00) (the "Initial Consideration") within thirty (30) days of the date of this Agreement. It is agreed that Owner receives the Initial Consideration under the same terms and conditions and with the same legal effect as if the same had been deposited by ETT into the court's registry, together with all other payments and related security required for possession pending litigation, and withdrawn by Owner pursuant to Sec. 21.021 of the Texas Property Code,

except as such terms may be expressly modified by this Agreement. Upon acquisition of the Easement Rights by ETT, by grant or final judgment, the Initial Consideration (and the Subsequent Payment, as hereinafter defined, if any) shall be applied to the consideration for the grant or to the satisfaction of the judgment, as applicable.

2. In consideration of such payment, Owner does hereby **GRANT AND CONVEY** unto ETT a temporary easement to access and use the Easement Area solely for the purpose of exercising the Easement Rights under the same terms and conditions as if such rights had been obtained pursuant to Sec. 21.021 of the Texas Property Code, as herein above provided.

3. The Easement Rights granted hereby, and this Agreement, shall continue until either of the following shall first occur: (a) Owner delivers to ETT an easement granting the Easement Rights, in a mutually acceptable form; (b) ETT ceases to use the Easement Area for the purposes set forth in this Agreement, and such Easement Area is not used for a period of one hundred and eighty (180) consecutive days; or (c) ETT is vested with the Easement Rights covering the Easement Area by final judgment in eminent domain.

4. In the event the amount of damages as determined by final judgment are in excess of the Initial Consideration previously paid to Owner, ETT shall pay prejudgment interest on the amount of such excess from the date of the taking, as defined in Paragraph 6 herein below, to the date of the final judgment.

5. Nothing in this Agreement shall be construed to be a limitation upon ETT's right to exercise its power of eminent domain. ETT has filed a condemnation petition, and special commissioners have been appointed. ETT may request that the special commissioners set the hearing (the "Hearing") at any time it determines that the parties are unable to agree on the terms of the easement or the consideration to be paid, or that further negotiations would be futile, subject to the requirements of Paragraph 10, herein below.

6. For purposes of the condemnation proceeding, the date of taking shall be deemed to be the date of this Agreement. Upon the filing of an award (the "Award") by the special commissioners, the Initial Consideration shall continue to be retained by Owner, subject to further order of the Court, and possession shall continue in ETT pending final judgment, as herein provided. In the event the Award is greater than the Initial Consideration, then ETT shall, on or before the twenty-first (21) day after the Award is filed with the Court, pay to the Owner the amount of such excess (the "Subsequent Payment"). Upon final judgment, the Initial Consideration shall first be credited to such final judgment before application of the Subsequent Payment. If the final judgment is more than the total consideration previously paid by ETT (Initial Consideration and Subsequent Payment, if any) ETT shall, on or before the twenty-first (21) day after such judgment is final, pay to the Owner the amount of such excess. If the final judgment is less than the total consideration previously paid by ETT, Owner shall, on or before the twenty-first (21) day after such judgment is final, refund to ETT the amount paid in excess of the final judgment.

7. ETT will not grant any permission or license to any person other than its agents, employees, and service providers to enter on the Easement Area and such agents, employees and service providers will enter the Easement Area only to discharge their duties in connection with the purpose of this Agreement.

8. Owner reserves the right to use the Easement Area subject to this Agreement in any way that will not interfere with ETT's exercise of the Easement Rights hereby granted and that complies with the terms of this Agreement. Owner's uses may include, but shall not be limited to, using the Easement Area for agricultural, pasture, open space, set-back, density, street and roadway purposes in accordance with the terms of this Agreement. Owner is permitted to construct streets, roadways, underground water, sewer, gas, electric, cable TV, drainage facilities, telephone or other utility lines that cross Easement Area that do not damage, destroy or alter ETT's installation, operation and maintenance of the electric transmission, distribution and communication lines and its appurtenant facilities, and further provided that Owner obtains the prior written consent of ETT prior to the construction of any improvements within the Easement Area or prior to changing the grade of the land within the Easement Area, which consent shall not be unreasonably withheld. In addition to other requirements, any underground water, sewer, gas, electric, cable TV, drainage facilities, telephone or other utility lines that cross the Easement Area must be installed at least one hundred feet (100') from the foundation of any of ETT's structures, and must cross the Easement Area at or near ninety degrees (90°) to the extent practicable. However, Owner shall not place, construct or permit to be placed or constructed within the Easement Area any aboveground structure, house or other habitable structure, storage tank, or other aboveground obstruction within the Easement Area, without the prior written consent of ETT.

9. ETT accepts the Easement Area subject to all easements, rights of way, leases, encumbrances and instruments of record affecting the Easement Area. The rights granted in this Agreement shall run only to ETT and its successors and assigns and no grant of any right in the Easement Area to the public is intended hereby. Owner shall not be required to expend any funds to release any such easements, rights of way, leases, encumbrances and instruments of record affecting the Easement Area.

10. ETT shall indemnify, defend and hold Owner, and its officers, employees, partners, agents, successors and assigns harmless from any and all claims, losses, liabilities, causes of action (including attorneys' fees and cost of suit) arising out of or related to the acts and omissions of ETT relating to its use of the Easement Area.

11. This Agreement contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding of the respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

12. This Agreement shall be interpreted in accordance with the laws of Texas, without regard to its conflicts of laws provisions, and all applicable federal laws. Venue for any cause of action hereunder shall lie exclusively in Hidalgo County, Texas.

13. This Agreement is binding upon the parties, their respective heirs, successors and assigns.

14. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument. Scanned and/or facsimile signatures shall be considered as originals.

15. The parties agree not to file this Agreement as a public record, but upon the request of either party hereto, will execute a memorandum of this Agreement in recordable form, which may be filed among the Real Property Records of Hidalgo County, Texas.

16. The parties agree to use reasonable, good faith efforts to agree upon mutually satisfactory dates for the Hearing. If the parties are able to agree upon mutually satisfactory dates, the parties agree to request the Commissioners to use such dates in setting the Hearing date; provided, however, if the parties are unable to agree upon mutually satisfactory dates, then either party may thereafter request the Commissioners to set the Hearing date, provided that neither party shall request that such hearing date occur before October 15, 2015.

[Signature Page Follows]

This Agreement is executed effective as of this _____day of August, 2015.

OWNER:	**ETT**:
HIDALGO COUNTY, TEXAS	ELECTRIC TRANSMISSION TEXAS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT “A”

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

FW: Hidalgo_County_CE241_Temporary_Easement_Agreement

From : Steve Crain <scrain@atlashall.com> Fri, Aug 14, 2015 10:33 AM
Subject : FW: Hidalgo_County_CE241_Temporary_Easement_Agreement 1 attachment
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

From: Dan K. Worthington [mailto:dkw@atlashall.com]
Sent: Friday, August 14, 2015 10:08 AM
To: 'Steve Crain'
Subject: Hidalgo_County_CE241_Temporary_Easement_Agreement

Hidalgo_County_CE241_Temporary_Easement_Agreement.doc
46 KB

AI-50804 **Executive Office** **13. B.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Order authorizing collection fee as provided by Article 103.0031, Texas Code of Criminal Procedures

BACKGROUND

Contract between Hidalgo County and Linebarger, Goggan, Blair & Sampson, LLP for Fees and Fines Collection Services approved on 7/7/15.

Fiscal Impact

Attachments

order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/11/2015 08:32 AM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Monica Badillo		Started On: 08/07/2015 03:55 PM
Final Approval Date: 08/14/2015		

ORDER

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

The Commissioners Court of Hidalgo County, Texas, convened at a meeting of said Court at the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor Edinburg, Texas, on the ___ day of _____ , 2015, with the following members present, to-wit:

_____, County Judge
_____' Commissioner, Precinct 1
_____' Commissioner, Precinct 2
_____' Commissioner, Precinct 3
_____' Commissioner, Precinct 4

and the following members absent, to-wit:
_____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING COLLECTION FEE IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE SUCH AS UNPAID FINES, FEES, AND COURT COSTS, ORDERED PAID BY A JUSTICE COURT OR COUNTY COURT AT LAW SERVING THE COUNTY, AS APPLICABLE, AND AMOUNTS IN CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR:

1) AS PROMISED UNDER SUBCHAPTER A, CHAPTER 543, TRANSPORTATION CODE, OR OTHER LAW;
2) IN COMPLIANCE WITH A LAWFUL WRITTEN NOTICE TO APPEAR ISSUED UNDER ARTICLE 14.06 (b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW;
3) IN COMPLIANCE WITH A LAWFUL SUMMONS ISSUED UNDER ARTICLE 15.03(b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW; OR
4) IN COMPLIANCE WITH A LAWFUL ORDER OF A COURT SERVING THE COUNTY

WHEN SUCH DEBTS, ACCOUNTS RECEIVABLE AND AMOUNTS ARE MORE THAN 120 DAYS PAST DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR OTHER VENDOR FOR COLLECTION.

Commissioner introduced an order and made a motion that the same be adopted. Commissioner seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: _____
NAYS: _____
ABSTENTIONS: _____

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

WHEREAS, Hidalgo County wishes to defray its costs of collection that it incurs under a contract for collection of delinquent court fines and fees between said County and a collection firm as authorized under the provisions of Article 103.0031, Texas Code of Criminal Procedure;

WHEREAS, under said article, Commissioners Court is empowered to authorize the addition of 30% on each debt and account receivable, including fines and fees, and on each amount in cases in which the accused has failed to appear, when each is more than 120 days past due and has been referred for collection.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS, SITTING AS THE GOVERNING BODY OF HIDALGO COUNTY, THAT:

Section 1: THE RECITALS SET FORTH IN THIS ORDER ARE TRUE AND CORRECT

Section 2: (a) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIA1INAL PROCEDURE, IN THE AMOUNT OF 30% OF DEBTS AND ACCOUNTS RECEIVABLE, SUCH AS UNPAID FINES, FEES AND COURT COSTS, ORDERED PAID BY A JUSTICE COURT OR COUNTY COURT AT LAW SERVING THE COUNTY WHEN SUCH DEBT OR ACCOUNT RECEIVABLE IS MORE THEN 120 DAYS PAST DUE AND HAS BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION; AND

(b) A COLLECTION FEE IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY ARTICLE 103.0031, TEXAS CODE OF CRIMINAL PROCEDURE, IN THE AMOUNT OF 30% OF AMOUNTS IN CASES IN WHICH THE ACCUSED HAS FAILED TO APPEAR:

(1) AS PROMISED UNDER SUBCHAPTER A, CHAPTER 543, TRANSPORTATION CODE, OR OTHER LAW;

(2) IN COMPLIANCE WITH A LAWFUL WRITTEN NOTICE TO APPEAR ISSUED UNDER ARTICLE 14.06 (b), TEXAS CODE OF CRIMINAL PROCEDURE, OR OTHER LAW;

(3) IN COMPLIANCE WITH A LAWFUL SUMMONS ISSUED UNDER ARTICLE 15.03(b), TEXAS CODE OF CRIA1INAL PROCEDURE, OR OTHER LAW; OR

(4) IN COMPLIANCE WITH A LAWFUL ORDER OF A COURT SERVING THE COUNTY,

WHEN SUCH AMOUNTS ARE MORE THAN 120 DAYS PAST DUE AND HAVE BEEN REFERRED TO AN ATTORNEY OR PRIVATE VENDOR FOR COLLECTION

PASSED, APPROVED and ADOPTED this ____day of _____ 2015.

HIDALGO COUNTY

BY: _ _ _ _ _ _ _ _ _ _

Ramon Garcia
County Judge
Hidalgo County, Texas

ATTEST:

_____

Arturo Guajardo, Jr.
County Clerk
Hidalgo County

AI-50807 **Executive Office** **13. C.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: John Paul Lugo, COMM. PCT. #1

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

BCAP (1312):
1. Discussion and possible action for approval to extend Funding Agreement for Border Colonia Access Program Amendment No.9 Third Call. The amendment extends the contract to February 28, 2017.
2. Approval for County Judge to sign Funding Agreement for Border Colonia Access Program Amendment #9.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Amendment No.9
Email - Legal

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	08/13/2015 10:51 AM
Budget & Management	Veronica Ortiz	08/13/2015 02:06 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Marcie Jackson Started On: 08/07/2015 04:22 PM

Final Approval Date: 08/14/2015

Contract # 8BCF5001
District # 21- Pharr
Code Chart 64 # 50109
Project: Various Projects in Hidalgo County
CFDA # 20.205

STATE OF TEXAS §

COUNTY OF TRAVIS §

FUNDING AGREEMENT
FOR BORDER COLONIA ACCESS PROGRAM
AMENDMENT # 9

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State" and Hidalgo County acting by and through its duly authorized officials, hereinafter called the "County".

WITNESSETH

WHEREAS, the State and the County executed a contract on the 28th day of August 2008 to effectuate their agreement to establish a transportation program to construct access roads in the County and,

WHEREAS, amendment #1 was executed on the 15th day of January 2009 to transfer funds to other eligible colonia projects as approved by Texas Transportation Commission Minute Order 111637 and,

WHEREAS, amendment #2 was executed on the 17th day of March 2010 to correct a typographical error for Colonia Esperanza #1 and,

WHEREAS, amendment #3 was executed on the 13th day of August 2010 to extend the contract and,

WHERAS, amendment #4 was executed on the 20th day of June 2011 to remove no longer eligible projects, add one new project and extend the contract and,

WHEREAS, amendment #5 was executed on the 1st day of November 2011 to cancel two non-competitive projects and to transfer 1st and 2nd Call non-competitive and competitive under runs to the 3rd Call and,

WHEREAS, amendment #6 was executed on the 21st day of March 2012 to redefine a non-competitive project and to apply non-competitive under runs to new projects and,

WHEREAS, amendment #7 was executed on the 23rd day of August 2012 to extend the contract and,

WHEREAS, amendment #8 was executed on 28th day of August 2014 to apply non-competitive under runs to new projects and to extend the contract and,

WHEREAS, it has become necessary to extend that contract in order to utilize existing funding; and,

WHEREAS, it has become necessary to amend the agreement; and,

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the County do agree to amend the agreement as follows:

Contract # 8BCF5001
District # 21- Pharr
Code Chart 64 # 50109
Project: Various Projects in Hidalgo County
CFDA # 20.205

AGREEMENT

I. Description of Amended items:

Article 3, Schedule, is deleted in its entirety and is replaced with the following:
Upon final execution of this Agreement, the County shall submit a project schedule. This schedule shall include a monthly project development timeline including estimated monthly expenditures. If the County does not complete the Project by February 28, 2017, this agreement will be terminated in accordance with the provisions of Article 9, Termination.

Article 9, item c is deleted in its entirety and is replaced with the following:
Project is not completed by February 28, 2017.

II. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement of behalf of the party they represent.

All other provisions of the original agreement not hereby amended remain in full force and effect.

IN WITNESSETH WHEREOF, THE STATE AND COUNTY have executed duplicate counterparts to effectuate this agreement.

THE COUNTY

Hidalgo County, Texas

By: _____
Ramon Garcia
County Judge

_____
Date

THE STATE OF TEXAS

By: _____
Kenneth Stewart
Director, Contract Services Office

_____
Date

Fwd: RE: Contract #21-8BCF5001, BCAP, Amend#9, Hidalgo County

From : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us> Thu, Aug 06, 2015 11:50 AM
Subject : Fwd: RE: Contract #21-8BCF5001, BCAP, Amend#9, Hidalgo County
To : Marcie Jackson <marcie.jackson@co.hidalgo.tx.us>, John Paul Lugo <johnpaul.lugo@co.hidalgo.tx.us>

See below Mr Crain's ok.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

----- Forwarded Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>
Sent: Thu, 06 Aug 2015 10:31:37 -0500 (CDT)
Subject: RE: Contract #21-8BCF5001, BCAP, Amend#9, Hidalgo County

The form of the amendment is OK.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Thursday, August 06, 2015 8:49 AM
To: Steve Crain
Cc: Marcie Jackson; John Paul Lugo
Subject: Fwd: Contract #21-8BCF5001, BCAP, Amend#9, Hidalgo County

Good morning Mr Crain,

Please forward attached amendment for Hidalgo County's (BCAP) agreement with TXDoT.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

----- Forwarded Message -----
From: Marcie Jackson <marcie.jackson@co.hidalgo.tx.us>
To: Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>
Cc: John Paul Lugo <johnpaul.lugo@co.hidalgo.tx.us>
Sent: Thu, 06 Aug 2015 08:06:58 -0500 (CDT)
Subject: Contract #21-8BCF5001, BCAP, Amend#9, Hidalgo County

Good Morning Yvette,

Would you please email to legal the above BCAP extension for approval so that I may submit on 8/18/2015 CC's meeting.

Thank you,

Marcie Jackson
Accnts. Payable Assist. Supervisor/BCAP Admin. Assist. IV
Hidalgo County Precinct No.1
1902 Joe Stephens Ave. Suite 101
Weslaco, Texas 78599
Phone# (956)968-8733
Fax# (956)973-7804

AI-50795 **Executive Office** **13. D.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Nationwide Insurance in the amount of $4,919.92 to settle auto accident with County vehicle. (Precinct 1)

BACKGROUND

DOI: 02/02/15 Acct #: 5-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

GEN FUND-MISC REV-INSURANCE CLAIMS

Attachments

Nationwide Insurance Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:39 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Aida Alvarez		Started On: 08/07/2015 10:59 AM
Final Approval Date: 08/14/2015		

Nationwide Insurance
Allied Insurance
Nationwide Agribusiness
Titan Insurance
Victoria Insurance

Nationwide Insurance
PO BOX 182166
COLUMBUS OH 43218-2166
1-800-421-3535

Policy Holder: RUBEN RAMIREZ
Policy Number: 7238076
Contract Number:

Claim Key: 581169-GB
Check Number: 4926579
Check Issued: 05-01-2015 duchena

Below Check Covers Items Indicated

Company: TITAN INSURANCE SERVICES, INC.

Payment of $4919.92 for Commerical Auto is being paid under the Liability coverage.

Memo: Claim 581169-GB

If you have questions about this check please contact AJ DuChene 515-508-4031

0072900342901 3

Detach Stub Before Cashing And Keep For Your Record

G-2002-2D (8/2014)

THIS IS NATIONWIDE WATERMARKED PAPER - HOLD TO LIGHT TO VERIFY NATIONWIDE WATERMARK

Nationwide Insurance
PO BOX 182166
COLUMBUS OH 43218-2166
1-800-421-3535

Nationwide Insurance
Allied Insurance
Nationwide Agribusiness
Titan Insurance
Victoria Insurance

Check No: 4926579
Date: 05-01-2015
Void If Not Cashed Within 180 Days
Ref: 581169-GB
4926579

56-1544
441

PAY EXACTLY **FOUR THOUSAND NINE HUNDRED NINETEEN AND 92/100 DOLLARS**

Pay To The Order Of
Hidalgo County
9805 N 10th St
Mcallen TX 78504

$*4,919.92*

JPMorgan Chase Bank, N.A.
Columbus, OH

Authorized Signature

Security Features Included ED Details on back

⑈04926579⑈ ⑆044115443⑆ 97648523 5⑈

Nationwide Enterprise

5525 Parkcenter Circle
ADJ CONTACT INFO ON LAST PAGE OF ESTIMATE
Dublin, OH 43017
Phone: (888)703-0770 Fax: ()-

Carrier: Titan Insurance

Date:	5/1/2015	File Number:	581169-GB
Claim Number:	581169-GB	Year:	2005
Policy Number:	7238076	Make:	Peterbilt
Loss Date:		Model:	335 & 340
Assigned Date:		Style:	Conventional
Inspected Date:		VIN:	2NPLLZ9X35M871258
Insured:	RUBEN RAMIREZ - Hidalgo County	Plate/State:	
Claimant:	Hidalgo County	Unit #:	
Address:	9805 N 10th St,	Odometer:	
	Mcallen, TX 78504-9529	Engine:	
Phone:		Transmission:	
Alt Phone:		Color:	
Fax:		Condition:	Unknown
Claim Contact:		Inspected At:	
Contact Title:		Contact Email:	
Contact Phone:		Reference #:	8970021239

Operation	Description	Part #		Labor	Paint	Parts	Sublet
	-------- Grille (One Piece) --------						
Replace	Grille Assembly (AM - Cost:$378.57/Markup:25%)		Incl			$0.00	$473.21
	--------- Hood (1 Piece) ---------						
	Paint Overhaul Hood (1 Piece)		Ovhl		6.00		$0.00
	Labor Overhaul Hood (1 Piece)		Ovhl	6.50			$0.00
Replace	Hood (AM - Cost:$1895.00/Markup:25%)		Ovhl			$0.00	$2,368.75
	Add for Underside - Hood		AddPnt		2.50		$0.00
	Aim Head Lamps		AddLbr	0.50			$0.00
	--------- Calculated Values --------						
	Shop Supplies						$22.50
	Hazardous Waste						$3.00
	Truck Cover			0.50		$15.00	$0.00
	Paint Materials						$382.50

Estimate Notes:

Hood pricing provided by http://www.32chrome.com/index.php?l=product_detail&p=385

Grille pricing provided by http://www.raneystruckparts.com/peterbilt-330-stainless-steel-grill-replacement/

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Nationwide Enterprise

5525 Parkcenter Circle
ADJ CONTACT INFO ON LAST PAGE OF ESTIMATE
Dublin, OH 43017
Phone: (888)703-0770

Date:	5/1/2015	File Number:	581169-GB
Claim Number:	581169-GB	Year:	2005
Adjuster:		Make:	Peterbilt
Loss Date:		Model:	335 & 340
Insured:	RUBEN RAMIREZ - Hidalgo County	Style:	Conventional
Claimant:	Hidalgo County	VIN:	2NPLLZ9X35M871258
Reference #:	8970021239	Plate/State:	

Repair Facility:
Address:

Phone:
Fax:
Agreed With:
License 1:
License 2:
Fed Tax ID:

Appraised By: AJ DuChene
License #1:
License #2:
Phone: 515-508-2694
Email: duchena@nationwide.com

Summary	Hours	Disc	Rate	Total
Body Labor	7.50		$80.00	$600.00
Paint Labor	8.50		$80.00	$680.00
Mechanical			$80.00	$0.00
Frame			$80.00	$0.00
Miscellaneous			$80.00	$0.00
Parts	$15.00			$15.00
Sublet				$3,249.96

Tax Detail:		
City (Parts, Materials)	Sub-total	$4,544.96
County (Parts, Materials)	Sales Tax	$374.96
State (Labor, Parts, Materials)	Total	$4,919.92
$4,544.96 @ 8.250%: $374.96	Betterment	$0.00
	Deductible	$0.00
	Grand Total	$4,919.92

An '*' indicates user change of database part and '^' indicates manually entered or custom database rows.

TERMS & CONDITIONS

This is not an authorization to repair. This is an appraisal of damages only. Repair authorizations and guarantee of payment can only be given by owner of vehicle.
********** All shipping invoices need sent to 877-580-4127. They are payable only after upon receipt and after review.
********** Estimate prepared by: AJ DuChene Special Claim Rep. I Phone: 515-508-4031 Fax: 877-580-4127Email: duchena@nationwide.com
********** All supplements need prior approval by adjuster and/or insurance company. There is no consideration for part prices above factory list.
********** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.
********** The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has started. Occasionally, worn or damaged parts are discovered which may not be evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change. **********NO SUPPLEMENT WITHOUT PRIOR APPROVAL********** **********SUPPLEMENT WILL REQUIRE COPY OF ALL PARTS AND SUBLET INVOICES********** THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AUTOMOBILE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST

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AI-50833 **Executive Office** **13. E.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept two (2) settlement checks from Apollo Managing General Agency in the amount of $345.41 & $60.00 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 05/28/15 Acct #: 5-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

GEN FUND-MISC REV-INSURANCE CLAIMS

Attachments

Apollo Managing General Agency Settlement Checks

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/11/2015 02:06 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Aida Alvarez		Started On: 08/11/2015 10:38 AM
Final Approval Date: 08/14/2015		

FOR SECURITY PURPOSES THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

Apollo Managing General Agency
CLAIMS ACCOUNT
P.O. BOX 1629
ALLEN, TX 75013

BANK OF TEXAS
www.bankoftexas.com
00-0/000

4070

PAYMENT FOR PROPERTY DAMAGE

VOID VOID VOID

DATE
August 06, 2015

AMOUNT
$345.41

PAY THREE HUNDRED FORTY-FIVE AND 41/100 DOLLARS

TO THE ORDER OF
HIDALGO COUNTY
9805 North 10th Street
MCALLEN, TX 78504

VOID AFTER 180 DAYS

Bryan K Nance
AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈4070⑈ ⑆111014325⑆ 8095174510⑈

Apollo Managing General Agency
CLAIMS ACCOUNT

4070

DATE ISSUED: August 06, 2015
ISSUING CODE: C
AMOUNT: $345.41
REASON: Loss Payment
ADJUSTER: Lia Franco
CLAIM NUMBER: 2015-02636-A
DATE OF LOSS: 05/28/2015
INSURED: VICTOR HERNANDEZ
CLAIMANT: HIDALGO COUNTY

HIDALGO COUNTY
9805 North 10th Street
MCALLEN, TX 78504

ATTACHMENT(S)

Apollo Managing General Agency
CLAIMS ACCOUNT

4070

CHECK:
HIDALGO COUNTY
9805 North 10th Street
MCALLEN, TX 78504

DATE ISSUED: August 06, 2015
ISSUING CODE: C
AMOUNT: $345.41
REASON: Loss Payment
ADJUSTER: Lia Franco
CLAIM NUMBER: 2015-02636-A
DATE OF LOSS: 05/28/2015
INSURED: VICTOR HERNANDEZ
CLAIMANT: HIDALGO COUNTY

ATTACHMENT(S)

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

Apollo Managing General Agency
CLAIMS ACCOUNT
P.O. BOX 1629
ALLEN, TX 75013

BANK OF TEXAS
www.bankoftexas.com
00-0/000

4071

PAYMENT FOR LOSS OF USE

DATE
August 06, 2015

AMOUNT
$60.00

PAY SIXTY AND 00/100 DOLLARS

TO THE ORDER OF
HIDALGO COUNTY
9805 North 10th Street
MCALLEN, TX 78504

VOID AFTER 180 DAYS

Bryan K Nance
AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈4071⑈ ⑆111014325⑆ 8095174510⑈

Apollo Managing General Agency
CLAIMS ACCOUNT

4071

DATE ISSUED:	August 06, 2015
ISSUING CODE:	C
AMOUNT:	$60.00
REASON:	Loss Payment
ADJUSTER:	Lia Franco
CLAIM NUMBER:	2015-02636-A
DATE OF LOSS:	05/28/2015
INSURED:	VICTOR HERNANDEZ
CLAIMANT:	HIDALGO COUNTY

HIDALGO COUNTY
9805 North 10th Street
MCALLEN, TX 78504

Apollo Managing General Agency
CLAIMS ACCOUNT

4071

CHECK:
HIDALGO COUNTY
9805 North 10th Street
MCALLEN, TX 78504

DATE ISSUED:	August 06, 2015
ISSUING CODE:	C
AMOUNT:	$60.00
REASON:	Loss Payment
ADJUSTER:	Lia Franco
CLAIM NUMBER:	2015-02636-A
DATE OF LOSS:	05/28/2015
INSURED:	VICTOR HERNANDEZ
CLAIMANT:	HIDALGO COUNTY

Est ID: 4

PT I IN Lt Jasso

Date: 06/11/2015 2:32 PM

ER Paint Shop

122

Quality Body & Paint Repairs
2420 w monte cristo rd
edinburg tx 78541

956-386-0008 956-289-1939

Email: eloytrevino@att.net

DAMAGE REPORT

Written by: ABF User

, SHERIFF DEPT

OWNER
sheriff dept

Phone:
: -383-8114

LOSS DATA
Vehicle Condition:
Type of Loss:
Point of Impact:
Days To Repair:

INSURANCE
Insured:
Ins. Co:
Adjuster:
Phone: - -
Claim No :
Policy:
Date of Loss: / /

VEHICLE

Year: 2005
Make: FORD
Model: tauru se
Color: Clear Coat

VIN: 5A231129
Prod Date: /
Lic Plate:
State:

Odometer: 0

L#	OPERATION	Q	DESCRIPTION	TYPE	PRICE	LABOR	PAINT
			REAR BUMPER				
1	Repair		Bumper Cover			2.0	2.5*
2			Clear Coat				1.1
				Line Totals -->	**0.00**	**2.0**	**3.6**

Continued on the Next Page...

Est ID: 4
Our File No:

Date: 06/11/2015 2:32 PM

, sheriff dept
2005 FORD tauru se Lic:

DAMAGE REPORT

REPORT TOTALS					Amount
LABOR:					
Body	2.0	Hrs @ $	40.00	Per Hour =	80.00
Refinish	3.6	Hrs @ $	40.00	Per Hour =	144.00
Frame/Structural	0.0	Hrs @ $	65.00	Per Hour =	0.00
Mechanical	0.0	Hrs @ $	75.00	Per Hour =	0.00
PARTS & MATERIAL:					
Parts				=	0.00
Paint Material	3.6	Hrs @ $	30.00	Per Hour =	108.00
Body Material	2.0	Hrs @ $	0.00	Per Hour =	0.00
OTHER CHARGES:					
Towing & Storage				=	0.00
Hazardous Waste Removal				=	4.50
Sublet/Misc				=	0.00
SUBTOTAL					**336.50**
Sales Tax on 108.00				=	**8.91**
TOTAL				$	**345.41**

- NOTICE -

This estimate report is based upon our visual inspection and includes only the items listed on this report for repairs. Occassionly, after repair work is started, hidden or missed damage is found and additional costs may be necessary. All parts prices subject to actual invoice. This estimate report is valid for 60 days.

I hereby authorize repairs to my vehicle for the amount of this estimate.

Signed:_____ Date:_____

(c) 2014 ABF SYSTEMS, INC.

ABF Estimating Solutions from www.abfsystems.com

AI-50891 **Health & Human Services Dept.** **14. A.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health Clinics - Infectious Disease Control (1293):
1. Requesting approval to accept the Infectious Disease Control - Ebola FY 16 grant contract #2016-003832-00 in the amount of $131,170.00 for the period of 09/01/2015 to 08/31/2017.
2. Requesting approval for County Judge to e-sign the Infectious Disease Control - Ebola grant contract, Certification Regarding Lobbying statement and the Fiscal Federal Funding Accountability and Transparency Act Certification.
3. Requesting approval of the Certification of Revenue in the amount of $131,170.00.
4. Requesting approval of the budget appropriation.
5. Discussion, consideration, and approval to create one (1) Full Time position position as follows:

Slot#	Dept/Program	Position Title	Proposed Budgeted Salary
G001	340-065	Epidemiologist II	$54,000.00

6. Approval to revise the salary schedule in accordance with Commissioners Court approval.

BACKGROUND

06/23/15 - AI-50067 - Approval to submit grant application.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-065-6-XXX

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

BUDGETARY IMPACT:

No local match required.

5-1293-334-10-340-065-6-000 IDCU/EBOLA- Grant Revenue

Attachments

Grant Contract
Budget Appropriation
Sal Proj
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/13/2015 02:17 PM
Human Resources	Diana Munoz	08/14/2015 01:08 PM
Manuel Chapa	Manuel Chapa	08/14/2015 04:36 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Mike Escaname		Started On: 08/13/2015 11:24 AM
Final Approval Date: 08/14/2015		

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-003832-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $131,170.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2015 and ends on 08/31/2017. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

6. Program Name: IDCU/SUREB Infectious Disease Control Unit/Surveillance and Epidemiology Ebola Activities

7. Statement of Work:

Contractor must perform surveillance and epidemiology activities for all notifiable conditions listed in 25 TAC §97.3. Contractor will assign the Epidemiologist funded by this contract to be responsible for all notifiable conditions, or will assign certain conditions for infectious disease preparedness and outbreak response activities and investigations.

Contractor will provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;

Contractor will perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8, "Service Area" of this contract.

Contractor must, as directed by DSHS:

1. Retain an Epidemiologist primarily dedicated to notifiable conditions surveillance and epidemiology activities, including infectious disease preparedness and outbreak response activities and investigations. The Epidemiologist must have qualifications in epidemiology and public health infectious disease surveillance and epidemiology, preferably with a Masters of Public Health (MPH) degree or at least two (2) years working experience as an Epidemiologist to perform and track the following deliverables;

2. Assign this Epidemiologist to attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by the Emerging and Acute Infectious Disease Branch (EAIDB) or other EAIDB-approved substitute training;

3. Respond to all disease reports from laboratories, health care providers, and other disease reporters such as school nurses and health care facility administrators;

4. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;

5. Complete all Surveillance and Case Investigation activities relevant to the disease as outlined in The Emerging and Acute Infectious Disease Guidelines (available at http://www.dshs.state.tx.us/idcu);

6. Attempt to administer one-hundred percent (100%) of EAIDB-requested questionnaires for which contact information is complete as soon as possible but no later than two (2) business days after receipt of request to administer questionnaire. Attempts to administer questionnaires related to the outbreaks and notifiable conditions must include at least one (1) attempt to contact case-patients after-hours if unable to contact during normal business hours after three (3) attempts;

7. Complete and submit at least seventy-five percent (75%) of questionnaires related to all pertinent case and outbreak investigations within five (5) business days after initial report and/or assignment by DSHS. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed interview;

8. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

9. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions and outbreak cases correctly and completely within thirty (30) days of initial report to public health in National Electronic Disease Surveillance System (NEDSS) in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines www.dshs.state.tx.us/idcu/health/infection_control/Investigation-Guidance;

10. Coordinate with hospitals and clinics within their jurisdiction to have at least ninety percent (90%) of laboratory specimens in 25 TAC §97.3 and/or those related to assigned outbreak investigations sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing as designated by DSHS;

11. Enter all pertinent case investigation data correctly and completely in NEDSS within five (5) business days of completion of investigation of each case interview; and

12. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS.

DSHS shall:

1. Host the Epidemiology and Laboratory Capacity Epidemiology Workshop to provide training;

2. Send all such written instructions to Contractor by appropriate means, depending upon whether the information being transferred is confidential or non-confidential; and

3. Schedule conference calls as needed with Contractor to discuss progress toward accomplishing activities requirements of this contract (including the final, approved work plan, which is hereby incorporated by reference into this contract) and to evaluate project operations.

Contractor must comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Program Attachment; and with any letters or memos with rules, policies or other written instructions provided to Contractor resulting from changes to State requirements applicable to funding sources.

Within thirty (30) days of receipt of an amended standard(s) or guidelines(s), Contractor must inform DSHS, in writing, if it will not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within reasonable period-of-time as determined by DSHS.

Contractor must not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also support activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor must make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after sixty (60) days may result

in a decrease in funds.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract. Link for CFPM manual: http://www.dshs.state.tx.us/contracts/cfpm.shtm.

PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor must:

1. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;

2. Attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by EAIDB or other EAIDB-approved substitute training.

3. Participate in monthly conference calls with the EAIDB to provide updates, progress reports, and other necessary communications;

4. Participate in outbreak/cluster-related conference calls and responses relevant to the jurisdiction hosted by the Centers for Disease Control and Prevention (CDC) or DSHS;

5. Assure and monitor that at least ninety percent (90%) of isolates from reported positive cases of conditions listed in 25 TAC §97.3 for which isolates are required from hospitals and clinics within the jurisdiction and/or those related to outbreak investigations are sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified public health laboratory for confirmatory and/or molecular testing as designated by DSHS;

6. Administer and complete questionnaires within five (5) business days with at least seventy-five (75%) percent completion rate. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed questionnaire;

7. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

8. If not already a certified NEDSS user, submit a signed and dated copy of the NEDSS Confidentiality and Data Use Oath to DSHS for all individuals permitted to access NEDSS data, and attend DSHS training and complete certification within thirty (30) days of hire;

9. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions cases correctly and completely within thirty (30) days of initial report to public health in NEDSS in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines www.dshs.state.tx.us/idcu/health/infection_control/Investigation-Guidance/

10. Submit a monthly list of all reported clusters, outbreaks, and information on investigation findings on the tracking sheet provided by DSHS. Reports are due on the 15th calendar day of each month beginning October 15, 2015. Each report must cover activities that occurred during the preceding month. Report due dates that fall on a weekend or holiday will be due the first business day after the 15th of the month. Submit the list via electronic mail to EAIDBcontracts@dshs.state.tx.us. All reports should be clearly identified with the Contractor Name, Contract Number, IDCU/SUREB, and the month of the report;

11. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS;

12. Enter all pertinent case investigation data correctly and completely in NEDSS within five (5) business days of completion of investigation of each case interview; and

13. Monitor the foodborne illness or any other surveillance kits to assure that materials have not expired, and transfer kit materials as needed/requested to other jurisdictions to optimize utilization.

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2016-Solicitation-00027

DCPS FY16 IDCU SUREB NEW CONTRACT

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

STATE

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Progress Report	Monthly	09/01/2015	09/30/2015	10/15/2015
Progress Report	Monthly	10/01/2015	10/31/2015	11/16/2015
Progress Report	Monthly	11/01/2015	11/30/2015	12/15/2015
Progress Report	Monthly	12/01/2015	12/31/2015	01/15/2016
Progress Report	Monthly	01/01/2016	01/31/2016	02/15/2016
Progress Report	Monthly	02/01/2016	02/29/2016	03/15/2016
Progress Report	Monthly	03/01/2016	03/31/2016	04/15/2016
Progress Report	Monthly	04/01/2016	04/30/2016	05/16/2016
Progress Report	Monthly	05/01/2016	05/31/2016	06/15/2016
Progress Report	Monthly	06/01/2016	06/30/2016	07/15/2016
Progress Report	Monthly	07/01/2016	07/31/2016	08/15/2016
Progress Report	Monthly	08/01/2016	08/31/2016	09/15/2016
Financial Status Report	Quarterly	09/01/2015	11/30/2015	12/31/2015
Financial Status Report	Quarterly	12/01/2015	02/29/2016	03/31/2016
Financial Status Report	Quarterly	03/01/2016	05/31/2016	06/30/2016
Financial Status Report	Quarterly	06/01/2016	08/31/2016	09/30/2016
Progress Report	Monthly	09/01/2016	09/30/2016	10/17/2016
Progress Report	Monthly	10/01/2016	10/31/2016	11/15/2016
Progress Report	Monthly	11/01/2016	11/30/2016	12/15/2016
Progress Report	Monthly	12/01/2016	12/31/2016	01/16/2017
Progress Report	Monthly	01/01/2017	01/31/2017	02/15/2017
Progress Report	Monthly	02/01/2017	02/28/2017	03/15/2017
Progress Report	Monthly	03/01/2017	03/31/2017	04/17/2017
Progress Report	Monthly	04/01/2017	04/30/2017	05/15/2017
Progress Report	Monthly	05/01/2017	05/31/2017	06/15/2017
Progress Report	Monthly	06/01/2017	06/30/2017	07/17/2017
Progress Report	Monthly	07/01/2017	07/31/2017	08/15/2017
Progress Report	Monthly	08/01/2017	08/31/2017	09/15/2017
Financial Status Report	Quarterly	09/01/2016	11/30/2016	01/02/2017
Financial Status Report	Quarterly	12/01/2016	02/28/2017	03/31/2017
Financial Status Report	Quarterly	03/01/2017	05/31/2017	06/30/2017
Financial Status Report	Quarterly	06/01/2017	08/31/2017	10/16/2017

Submission Instructions:

Performance Measure Reports should be sent by electronic mail to EAIDB@dshs.state.tx.us.

Financial Status Reports can be faxed to the Claims Processing Unit at (512) 776-7442 or to the email address at invoices@dshs.state.tx.us.

16. Special Provisions

General Provisions, ARTICLE XIV, GENERAL TERMS, Section 14.12 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-003832-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budget
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 78756-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: IDCU/SUREB

Contract Number: 2016-003832-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$99,855.00	$0.00	$0.00	$99,855.00
Fringe Benefits	$31,315.00	$0.00	$0.00	$31,315.00
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total Direct Costs	$131,170.00	$0.00	$0.00	$131,170.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$131,170.00	$0.00	$0.00	$131,170.00

TEXAS Department of State Health Services

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-003832-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			

TEXAS Department of State Health Services

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(●) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (●) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(●) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1	
Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600
FFATA Contact Person #2	
Name*	Ray Eufracio CPA
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

DATE: September 1, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-065-6-XXX IDCU/EBOLA

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
PERSONNEL		
5-1293-441-00-340-065-6-113	IDCU/EBOLA- Reg. F/T Employees	$ 99,855.00
FRINGES		
5-1293-441-00-340-065-6-211	IDCU/EBOLA- Health Insurance	$ 10,342.00
5-1293-441-00-340-065-6-212	IDCU/EBOLA- Life Insurance	$ 75.00
5-1293-441-00-340-065-6-220	IDCU/EBOLA- FICA	$ 7,639.00
5-1293-441-00-340-065-6-230	IDCU/EBOLA- Retirement	$ 11,263.00
5-1293-441-00-340-065-6-250	IDCU/EBOLA- Unemployment Comp	$ 998.00
5-1293-441-00-340-065-6-260	IDCU/EBOLA- Workers Comp	$ 998.00
	TOTAL APPROPRIATION	$ 131,170.00
5-1293-334-10-340-065-6-000	IDCU/EBOLA- Grant Revenue	$ 131,170.00
	TOTAL APPROPRIATION	$ 131,170.00

REASON: To appropriate the Infectious Disease Control / EBOLA FY 16 program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C(DATE ATTEST CO. CLERK

INFECTIOUS DISEASE PREPAREDNESS & RESPONSE FY 16 & FY 17
Grant Application
Salary Budget
09/01/2015 - 08/31/2017
For Budget Purposes Only

INFECTIOUS DISEASE PREPAREDNESS & RESPONSE FY 16 (program 06X)

						Hourly Rate				2015	2016 & 2017			Fringes				Insurance			
Slot #	Employee #	Employee Name	Position Title	2015 Proposed Salary	2015 Budgetd Salary With 5% COLA	Hourly Rate (current)	Hourly Rate With 5%	# of Hours in 2015	# of Hours in 2016 & 2017	Salary Amount from 09/01/15 - 12/31/16	Salary Amount from 01/01/16 - 08/31/17	Fiscal Year Salary Amount 09/01/15 - 08/31/17	Monlty Salary	FICA (7.65%	Retirement (11.28%)	Unemployment (.01%)	Workers Comp (.01%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G001			Epidemiologist II	54,000.00	56,700.00	25.9615	27.2596	192	3,480	4,984.62	94,863.46	99,848.08	4,754.67	7,638.38	11,262.86	998.48	998.48	10,341.45	75.12	31,314.77	131,162.85
				54,000.00	**56,700.00**					**4,984.62**	**94,863.46**	**99,848.08**	**4,754.67**	**7,638.38**	**11,262.86**	**998.48**	**998.48**	**10,341.45**	**75.12**	**31,314.77**	**131,162.85**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 07/16/2015.
2 A 5% cost of living increase is budgeted from 01/01/16 to 08/31/16. (pending CC approval)
3 2015 fringe benefit rates are used as this is the latest information available at this time.
4 Current Health Insurance premium is $492.45 / month.
5 Life Insurance premium is $37.56 per year / per employee. ($37.56 x 2 years)

Prepared by Mike Escaname
HCHHSD
07/16/2015

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH CLINICS DIVISION (340-065) DATE: 8/13/2015

CURRENT POSITION TITLE: CURRENT SLOT# : _____

REQUESTED POSITION TITLE: **EPIDEMIOLOGIST II** NEW SLOT # 065-G001

REQUEST FOR:

[✓] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other ~~Position Title Change~~ Dm

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 54,000.00	$ 54,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other 100% Funded by IDCU/EBOLA FY Grant. Grant period is 09/01/15 to 08/31/17.

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

Hidalgo County has received the Infectious Disease Control Unit / Ebola grant with an effecitve date of 09/01/15. The Statement of Work in the grant is that Hidalgo County retain and Epidemiologist dedicated to notifiable conditions surveillance and epidemiology activiities. This grant will

fund this position at 100%.

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

See attached job description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	08/13/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	8/14/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	8/17/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY HEALTH & HUMAN SERVICES

EPIDEMIOLOGIST II

GENERAL DESCRIPTION

Performs moderately complex (intermediate-level) epidemiological work; under the direction of the Chief Academic Officer or designee, performs public health disease surveillance activities related to infectious disease and outbreaks. Assists with office functions, performs data entry and serves as a resource. "On-call" availability required; may perform surveillance and epidemiology activities during other major outbreaks and/or disasters. Performs work in a professional, responsible and timely manner ensuring the collection of information in a confidential, accurate, and consistent manner. Responsibilities are performed with moderate latitude for use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Analyzes epidemiological data through the use of statistical measures

Abstracts epidemiological health data from the medical records of private medical providers and public health

Disseminates the results of investigations, special studies, and surveillance

Participates in analyzing, planning, developing, coordinating, and conducting specific epidemiological investigations or studies

Collects epidemiological data for the surveillance of specific diseases and conditions

Arranges for the cooperative use of epidemiological data with other agencies, other states, and national organizations such as the U.S. Center for Disease Control

Works with other health personnel in the control of public health problems

May coordinate with others to assist in the collection of epidemiological data

Conferring with local health agencies, private physicians, individuals, and/or community action groups regarding the treatment, control, or prevention of infectious diseases and other illnesses and/or injuries

Work on and complete project-based tasks, such as data analyses, reports and other analytic tasks

Collect specimens, maintain inventory of specimen collection kits and related supplies

Educating partners about proper specimen collection and storage techniques and all aspects of shipment of specimens to State or other laboratories when indicated

Responsible for data entry and inventory management systems

Assists with creating fact sheets, brochures, and educational literature regarding infectious diseases

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Master Degree in Epidemiology, Biostatistics, Public Health, or related field of study is required.

Must be proficient in lab and clinical analysis/identification of Infectious Diseases.

Minimum 2 years of experience in infectious disease, public health, data entry or related work is preferred.

Certificates, Licenses, Registration

Employee 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 maintain confidentiality and knowledge of HIPAA requirement

Moderate knowledge of medical terminology and Texas public health laws

Knowledge of computer software (i.e. Microsoft Office, Adobe, Epi-Info, SAS, R, SPSS)

Skill in problem solving

Skill in communicating effectively orally and in writing

Bilingual English/Spanish preferred

Skill in preparing technical reports in a clear and concise manner

Skill in proofreading and editing documents

Ability to maintain effective working relationships with managers, co-workers, the public and professional groups

Ability to organize and prioritize workload and meet deadlines

Ability to work independently

Ability to work on multiple tasks at the same time

May be required to work other than normal hours including weekends and holidays

Must provide your own dependable transportation (automobile)

IMMUNIZATION/TB SCREENING REQUIREMENTS:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and DSHS based on anticipated disease exposure (e.g. influenza, hepatitis B, rabies, and possible novel vaccines (i.e. anthrax and smallpox vaccines)).
TB skin testing will be required initially and periodically.

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 twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-50712 **Health & Human Services Dept.** **14. B.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services RLSS LPHS (1293):
1. Requesting approval to accept the Regional and Local Services System grant contract #2016-001052-00 in the amount of $204,806.00 for the period of 09/01/2015 to 08/31/2017;
2. Requesting approval for County Judge to e-sign the RLSS grant contract, Certification Regarding Lobbying statement and the Fiscal Federal Funding Accountability and Transparency Act Certification statement;
3. Requesting approval of the Certification of Revenue in the amount of $204,806.00;
4. Requesting approval of the budget appropriation in the amount of $204,806.00;
5. Discussion, consideration and approval of the following personnel actions effective 09/01/2015;

Action	Slot#	Dept / Program	Position Title	Budgeted Salary	Proposed Budgeted Salary
Delete	G005	340-006	Public Health Technician I	$35,391.00	$0.00
Create	G006	340-006	System Support Specialist I	$0.00	$41,280.00

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

BACKGROUND

04/28/15 - AI-49375 - Approval to submit renewal grant application.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-006-6-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

Grant Contract

Sal Proj
Appropriation
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/31/2015 02:51 PM
Manuel Chapa	Manuel Chapa	07/31/2015 04:46 PM
Auditor's Office	Debbie Tamez	08/13/2015 03:10 PM
Human Resources	Diana Munoz	08/14/2015 01:05 PM
Purchasing Department	Marty Salazar	08/14/2015 05:03 PM
Form Started By: Mike Escaname		Started On: 07/30/2015 04:50 PM
Final Approval Date: 08/14/2015		

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001052-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $204,806.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2015 and ends on 08/31/2017. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapter 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

6. Program Name: RLSS/LPHS RLSS/Local Public Health System-PnP

7. Statement of Work:

Statement of Work:

A. CONTRACTOR will improve or strengthen local public health infrastructure within the State of Texas by:

1. Developing objective(s) to address a public health issue;
2. Utilizing resources provided through this Program Attachment to conduct activities and services that provide or support the delivery of essential public health services;
3. Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
4. Developing strategies to improve the delivery of essential public health service(s) to identified service area.

B. These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention Healthy People 2020 (Healthy People) related goals and objectives, and DSHS Programmatic grant guidance and performance standards relative to the contractors identified scope of work, as well as any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

C. CONTRACTOR will comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

1. Chapter 23-11 of the Healthy People 2020;
2. Section 121.002 of Texas Health & Safety Code;
3. Section 403.1055 of Texas Government Code.

D. CONTRACTOR will not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Texas Government Code Section 403.1067.

E. CONTRACTOR will comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

F. DSHS will inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this Program Attachment within 30 days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

G. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor CONTRACTOR’s expenditures on a quarterly basis. If expenditures are below that projected in CONTRACTOR’s total contract amount, CONTRACTOR’s budget may be subject to a decrease for the remainder of the contract term. Vacant positions existing after 90 days may result in a decrease in funds.

H. Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with

DSHS staff regarding the management of funds received under this Contract.
http://www.dshs.state.tx.us/contracts/cfpm.shtm.

PERFORMANCE MEASURES

A. CONTRACTOR will complete the Performance Measures as stated in the CONTRACTOR'S FY16 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

B. CONTRACTOR will provide activities and services required under this Program Attachment in the Service Area designated in the most recent version of Section 8,"Service Area" of this contract.

See Programmatic Reporting Requirement section for required reports.

BILLING INSTRUCTIONS:

CONTRACTOR will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis with acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number listed below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00025

RLHS GOLIVE LPHS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 1 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.991, 93.991, STATE

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Project Service Delivery Plan	Quarterly	09/01/2015	11/30/2015	12/31/2015
Project Service Delivery Plan	Quarterly	12/01/2015	02/29/2016	03/31/2016
Project Service Delivery Plan	Quarterly	03/01/2016	05/31/2016	06/30/2016
Project Service Delivery Plan	Quarterly	06/01/2016	08/31/2016	09/30/2016
Financial Status Report (FSR)	Quarterly	09/01/2015	11/30/2015	12/31/2015
Financial Status Report (FSR)	Quarterly	12/01/2015	02/29/2016	03/31/2016
Financial Status Report (FSR)	Quarterly	03/01/2016	05/31/2016	06/30/2016
Financial Status Report (FSR)	Quarterly	06/01/2016	08/31/2016	09/30/2016
Project Service Delivery Plan	Quarterly	09/01/2016	11/30/2016	12/31/2016
Project Service Delivery Plan	Quarterly	12/01/2016	02/28/2017	03/31/2017
Project Service Delivery Plan	Quarterly	03/01/2017	05/31/2017	06/30/2017
Project Service Delivery Plan	Quarterly	06/01/2017	08/31/2017	09/30/2017
Financial Status Report (FSR)	Quarterly	09/01/2016	11/30/2016	12/31/2016
Financial Status Report (FSR)	Quarterly	12/01/2016	02/28/2017	03/31/2017
Financial Status Report (FSR)	Quarterly	03/01/2017	05/31/2017	06/30/2017
Financial Status Report (FSR)	Quarterly	06/01/2017	08/31/2017	10/15/2017

Submission Instructions:

Contractor shall submit Project Service Delivery Plan (Exhibit A) report on a quarterly basis, as noted on the Exhibit A, to the contract manager by the end of the month following the end of each quarter. Submit to: LocalPHTeam@dshs.state.tx.us ; Fax #: 512/776-7391

Contractor shall submit quarterly FSRs to Fiscal-Claims Processing Unit by the last business day of the month following the end of each quarter. Contractor shall submit the final FSR no later than 45 calendar days following the end of the applicable term.
Submit to: invoices@dshs.state.tx.us ; Fax #: 512/776-7442.

16. Special Provisions

General Provision, ARTICLE XIV, General Terms, Section 14.12, Amendment is revised to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

General Provisions, ARTICLE II COMPLIANCE AND REPORTING, Section 2.05 Reporting, are revised to include the following paragraph:
CONTRACTOR shall submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions. Contractor shall submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department.
Programmatic Reporting Submission Requirements:
Reports and Report signature page should be sent electronically to:
LocalPHTeam@dshs.state.tx.us, or the signature page can sent by facsimile to 512-776-7391. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director.

See Programmatic Reporting Requirements section for required reports.

General Provisions, ARTICLE XXI Program Operations, Section 21.06 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees, is not applicable to this program Attachment.

General Provisions, ARTICLE XXII Program Equipment and Supplies, Section 22.01 Equipment, is revised to include the following:
For the purpose of this Program Attachment, equipment is not approved as part of the base budget for RLSS/LPHS. The funds are for direct services. Although, at mid-year of the contract term, if funds are identified as not being used, the funds may be used to purchase equipment in the 3rd quarter of the contract or program attachment term. Contractor must submit proposal to redirect funds with justification as to how the equipment helps achieve the goals, objectives, and deliverables outlined in Exhibit A (Project Service Delivery Plan). The proposal must be submitted to the contract manager assigned to the program attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-001052-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budget
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	FY16/17 Project Service Delivery Plan

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 78756-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: RLSS/LPHS

Contract Number: 2016-001052-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$137,153.00	$0.00	$0.00	$137,153.00
Fringe Benefits	$49,210.00	$0.00	$0.00	$49,210.00
Travel	$1,208.00	$0.00	$0.00	$1,208.00
Equipment	$7,500.00	$0.00	$0.00	$7,500.00
Supplies	$8,235.00	$0.00	$0.00	$8,235.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$1,500.00	$0.00	$0.00	$1,500.00
Total Direct Costs	$204,806.00	$0.00	$0.00	$204,806.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$204,806.00	$0.00	$0.00	$204,806.00

FY16/17 Project Service Delivery Plan

Organization Name:	Hidalgo County		
Contract Number:	2016-001052-00	Program ID:	RLSS/LPHS
Contract Term:	09/01/2015 - 08/31/2017	Program Name:	RLSS/Local Public Health System-PI

Local Health Department: ___Hidalgo County Health & Human Services
Contract Term: September 1, 2015 through August 31, 2017

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.

1. Vector-borne illnesses
2. Environmental Services Regulation
3. Barriers to access for healthcare services
4. Lack of linkages between public health practice and research/epidemiological studies

Essential Public Health Service(s): List the EPHS(s) that will be provided or supported with LPHS Contract funds

EPHS 3 – Inform, educate, and empower people about health issues
EPHS 6 – Enforce laws and regulations that protect health and ensure safety
EPHS 7 – Link people to needed personal health services and assure the provision of health care when otherwise unavailable
EPHS 8 – Assure a competent public and personal healthcare workforce

Objective(s): List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)

1.1 – Purchase of equipment and supplies to initiate and track larviciding and adulticiding when environmentally required
1.2 – Educate the community about vector-borne illness prevention
2.1 – Ensure that all environmental inspectors are credentialed and trained for their respective role
2.2 – Provide the environmental health division with the appropriate tools and equipment to issue and monitor permits
2.3 – Educate the community about when, where, and how to obtain the various permits issued by HCHHS

Environmental Health Division
3.1 – Purchase of telemedicine connectivity equipment to install in the Mobile Clinic
4.1 – Provide a link for Environmental Health Division and Epidemiology/Research division to continually monitor and assess the community impact of Environmental Health Services

Performance Measure: List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.

1.1 – By the end of Q1 FY 16, procurement of equipment and supplies for adulticiding and larviciding.
1.2 – Throughout the grant period for FY 16, ongoing community education for vector-borne illness prevention
2.1 – By the end Q4 for FY 17, creation of a complete listing of all environmental personnel, training and expiration of certifications
2.2 – By the end of Q2 FY 16, procurement of tools and equipment to issue and monitor permits
2.3 – Throughout the grant period for FY 17, ongoing community education for environmental health permits
3.1 – By the end of Q2 FY 17, procurement of telemedicine connectivity equipment for mobile health clinic
4.1 – By the end of Q4 FY 16, establish the link between Environmental Health and Epidemiology/Research division

Activities List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.

1.1.1 – Procurement process for equipment and supplies for adulticiding and larviciding
1.2.1 – Conduct community presentations about vector-borne illness prevention Fight the Bite
1.2.2 – Procure media outlets for Fight the Bite Campaign
1.2.3 – Add Fight the Bite information to HCHHS Environmental Health webpage

2.1.1 – Review certifications for Environmental Health Division inspectors
2.1.2 – Procurement of training opportunities
2.1.3 – Creation of log to monitor certifications
2.2.1 – Procurement of tools and equipment to issue and monitor permits
2.3.1 – Conduct community presentations about the issuance of permits

3.1.1 – Procurement of telemedicine connectivity equipment for mobile health clinic

4.1.1 – Conduct planning meetings to identify the mechanism to establish the link between Environmental Health and Epidemiology/Research division
4.1.2 – Implement the identified mechanism

Evaluation and Improvement Plan List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.

1.1.1 – Adhere to all Hidalgo County procurement policies

1.2.1 - # of presentations, # of individuals reached
1.2.2 – Adhere to all Hidalgo County procurement policies
1.2.3 – Adhere to Hidalgo County website administrator rules

2.1.1 – Adhere to Health & Safety Code and Hidalgo County policy related to environmental health services inspectors
2.1.2 – Adhere to all County procurement and travel policies
2.1.3 – Adhere to all County data usage rules
2.2.1 – Adhere to County procurement policies
2.3.1 - # of presentations, # of individuals reached

3.1.1 – Adhere to County procurement policies

4.1.1 – Adhere to all data usage policies
4.1.2 Adhere to all procurement policies (if appropriate), data usage policies, and web administrator rules (if appropriate), infectious disease surveillance policies

Deliverable Describe the tangible evidence that the activity was completed.

1.1.1 – Receipt of mosquito sprayer and brickettes
1.2.1 – Log of presentations and individuals
1.2.2 – Media reach totals
1.2.3 – Information viewed on County website

2.1.1 – Log of inspectors, certifications, and expiration dates
2.1.2 – Certification documents
2.1.3 – Log of certification documents
2.2.1 – Receipt of tools and equipment related to issuance and monitoring of permits
2.3.1 – Log of presentations and individuals

3.1.1 – Installation of equipment on mobile health clinic

4.1.1 – Attendance records, agendas and meeting notes
4.1.2 – Written policy, agreement, or Commissioners Court agenda item minutes related to the data sharing and analysis

EXHIBIT

Organization Name: Hidalgo County
Contract Number: 2016-001052-00 Program ID: RLSS/LPHS
Contract Term: 9/1/2015 - 8/31/2017 Program Name: RLSS/Local Public Health System-PnP

Exhibit Title: X*

Local Health Department: ___Hidalgo County Health & Human Services

Contract Term: September 1, 2015 through August 31, 2017

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

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EPHS 7 – Link people to needed personal health services and assure the provision of health care when otherwise unavailable

EPHS 8 – Assure a competent public and personal healthcare workforce

Objective(s): List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)

1.1 – Purchase of equipment and supplies to initiate and track larviciding and adulticiding when environmentally required

1.2 – Educate the community about vector-borne illness prevention

2.1 – Ensure that all environmental inspectors are credentialed and trained for their respective role

2.2 – Provide the environmental health division with the appropriate tools and equipment to issue and monitor permits

2.3 – Educate the community about when, where, and how to obtain the various permits issued by HCHHS Environmental Health Division

3.1 – Purchase of telemedicine connectivity equipment to install in the Mobile Clinic

4.1 – Provide a link for Environmental Health Division and Epidemiology/Research division to continually monitor and assess the community impact of Environmental Health Services

Performance Measure: List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.

1.1 – By the end of Q1 FY 16, procurement of equipment and supplies for adulticiding and larviciding.

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3.1 – By the end of Q2 FY 17, procurement of telemedicine connectivity equipment for mobile health clinic

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4.1.1 – Conduct planning meetings to identify the mechanism to establish the link between Environmental Health and Epidemiology/Research division

4.1.2 – Implement the identified mechanism

Evaluation and Improvement Plan List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.

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1.2.1 - # of presentations, # of individuals reached

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1.2.3 – Adhere to Hidalgo County website administrator rules

2.1.1 – Adhere to Health & Safety Code and Hidalgo County policy related to environmental health services inspectors

2.1.2 – Adhere to all County procurement and travel policies

2.1.3 – Adhere to all County data usage rules

2.2.1 – Adhere to County procurement policies

2.3.1 - # of presentations, # of individuals reached

3.1.1 – Adhere to County procurement policies

4.1.1 – Adhere to all data usage policies

4.1.2 Adhere to all procurement policies (if appropriate), data usage policies, and web administrator rules (if appropriate), infectious disease surveillance policies

Deliverable Describe the tangible evidence that the activity was completed.

1.1.1 – Receipt of mosquito sprayer and brickettes

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2.1.1 – Log of inspectors, certifications, and expiration dates

2.1.2 – Certification documents

2.1.3 – Log of certification documents

2.2.1 – Receipt of tools and equipment related to issuance and monitoring of permits

2.3.1 – Log of presentations and individuals

3.1.1 – Installation of equipment on mobile health clinic

4.1.1 – Attendance records, agendas and meeting notes

4.1.2 – Written policy, agreement, or Commissioners Court agenda item minutes related to the data sharing and analysis

TEXAS Department of State Health Services

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-001052-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			

TEXAS Department of State Health Services

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	037
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(•) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (•) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(•) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1	
Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600
FFATA Contact Person #2	
Name*	Ray Eufracio
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☑ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and

RLSS / LPHS FY 16
Grant Application
Salary Budget
09/01/2015 - 08/31/2017
For Budget Purposes Only

RLSS / LPHS FY 15 (program 006)

											Hourly Rate				2015	2016 - 2017				Fringes				Insurance			
Slot #	Employee #	Position Title	2015 Payroll Salary	2016 Budgetd Salary With 3% COLA	2015 Budgeted Salary	Actual Salary (General Fund)	Actual Salary (RLSS Progam) (current)	Salary (RLSS Progam) (With 3% COLA)	% of Other Sources Funding	% of RLSS Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2015	# of Hours in 2016 & 2017	Salary Amount from 09/01/15 - 12/31/15	Salary Amount from 01/01/16 - 08/31/2017	Fiscal Year Salary Amount 09/01/15 - 08/31/17	Monlty Salary	RLSS Grant Projected Salaries	FICA (7.65%	Retirement (11.28%)	Unemployment (1%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G003		Public Health Specialist	33,622.00	34,630.66	33,622.00	16,603.00	17,019.00	17,529.57	0.49	0.51	16.1644	16.6494	704	3,488	11,379.75	58,072.95	69,452.71	2,893.86	35,420.88	2,709.70	3,995.48	354.21	332.96	6,027.59	38.31	13,458.24	48,879.12
G004		Administrative Assistant III	36,214.00	37,300.42	36,214.00	28,245.00	7,969.00	8,208.07	0.78	0.22	17.4106	17.9329	704	3,488	12,257.05	62,549.94	74,806.98	3,116.96	16,457.54	1,259.00	1,856.41	164.58	154.70	2,600.14	16.53	6,051.36	22,508.90
G00X		System Support Specialist I	41,280.00	42,518.40	41,280.00	-	41,280.00	42,518.40	-	1.00	19.8462	20.4415	704	3,488	13,971.69	71,300.09	85,271.78	3,552.99	85,271.78	6,523.29	9,618.66	852.72	801.55	11,818.80	75.12	29,690.14	114,961.92
			111,116.00	**114,449.48**	**111,116.00**	**44,848.00**	**66,268.00**								**37,608.49**	**191,922.97**	**229,531.47**	**9,563.81**	**137,150.20**	**10,491.99**	**15,470.54**	**1,371.50**	**1,289.21**	**20,446.53**	**129.96**	**49,199.74**	186,349.94

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 04/30/2015.
2 A 3% cost of living increase is budgeted from 01/01/16 to 08/31/17. (pending CC approval)
3 2015 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,096 for FY 16 and 2,096 for FY 17.
5 Health Insurance is $492.45 / month per employee; ($492.45 * 24 months = $11,818.80 per grant period per employee). (Prorated for employees that are paid, in part, with general fund)
6 Life Insurance is $37.56 per year, per employee. $37.56 * 2 = $75.12 per grant period per employee)

5 County Sa e ---------->

6 2015 Fring ---------->

Prepared by Mike Escaname
HCHHSD
06/25/2015

DATE: September 01, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-006-6-XXX RLSS / LPHS

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
5-1293-441-00-340-006-6-113	RLSS / LPHS - Reg F/T Employees	$ 137,153.00
Fringes		
5-1293-441-00-340-006-6-211	RLSS / LPHS - Health Insurance	$ 20,449.00
5-1293-441-00-340-006-6-212	RLSS / LPHS - Life Insurance	$ 137.00
5-1293-441-00-340-006-6-220	RLSS / LPHS - FICA	$ 10,492.00
5-1293-441-00-340-006-6-230	RLSS / LPHS - Retirement	$ 15,471.00
5-1293-441-00-340-006-6-250	RLSS / LPHS - Unemployment Comp	$ 1,372.00
5-1293-441-00-340-006-6-260	RLSS / LPHS - Workers Comp	$ 1,289.00
Travel		
5-1293-441-00-340-006-6-581	RLSS / LPHS - Travel In-County	$ 1,208.00
Equipment		
5-1293-441-00-340-006-6-751	RLSS / LPHS - Machinery & Equipment	$ 7,500.00
Supplies		
5-1293-441-00-340-006-6-610	RLSS / LPHS - General Supplies	$ 1,454.00
5-1293-441-00-340-006-6-660	RLSS / LPHS - Furnishings & Equipment - Controlled	$ 3,121.00
5-1293-441-00-340-006-6-753	RLSS / LPHS - Furniture & Fixtures	$ 2,160.00
5-1293-441-00-340-006-6-761	RLSS / LPHS - Software	$ 1,500.00
Other		
5-1293-441-00-340-006-6-550	RLSS / LPHS - Printing & Binding	$ 1,500.00
	TOTAL APPROPRIATION	$ 204,806.00
5-1293-334-10-340-006-6-000	RLSS / LPHS - Grant Revenue	$ 204,806.00
	TOTAL APPROPRIATION	$ 204,806.00

REASON: To appropriate the RLSS / LPHS grant award for FY 16.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 31 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH RLSS/LPHS DIVISION (340-006) DATE: 7/31/2015

CURRENT POSITION TITLE: **PUBLIC HEALTH TECHNICIAN I** CURRENT SLOT# : 006-G005

REQUESTED POSITION TITLE: NEW SLOT # _____

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 35,391.00	$ 0.00	$ (35,391.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

This position is not needed to support the deliverables of the grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	07/31/2015 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	8/14/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	8/17/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL 31 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH RLSS/LPHS DIVISION (340-006) DATE: 7/31/2015

CURRENT POSITION TITLE: CURRENT SLOT# : _____

REQUESTED POSITION TITLE: **SYSTEM SUPPORT SPECIALIST I** NEW SLOT # G006

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 41,280.00	$ 41,280.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other RLSS/LPHS FY 16 Grant effective 09/01/2015. (F-1293, Program 006)

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

This position will support the Local Public Health Services project service delivery plan

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

See attached job description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	07/31/2015 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	8/4/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	8/17/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY HEALTH & HUMAN SERVICES

SYSTEMS SUPPORT SPECIALIST I

GENERAL DESCRIPTION

Performs entry-level systems support work; Work involves providing customer support for county information technology systems and operating automated office equipment in a stand-alone, network, or mainframe environment; May train others; Works under close supervision, with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides customer service and answers user inquiries regarding computer software, hardware operation, and the use and interface of systems and software applications

Provides operational assistance in the implementation and utilization of data processing hardware or software

Installs, maintains, and performs minor repairs to hardware, software, or information resources equipment

Maintains records of daily data communication transactions, problems, remedial actions taken, and installation activities

Maintains necessary security controls over software

Assists in setting up equipment for employee use and performing or ensuring proper installation of cables, operating systems, or appropriate software

Assists in troubleshooting and resolving computer-related problems

May prepare, develop, and update personal computer and mainframe application programs

May train others

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years of experience in systems support work

Graduation from a high school or equivalent (GED), supplemented by courses in computer science

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of the practices, principles, and techniques of computer operations, of information systems, of computer software and hardware, and of information security policies and procedures

Skill in the use and support of personal computers, in the use of applicable programs and systems, and in troubleshooting information systems

Ability to operate information technology systems, 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
- 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

AI-50605 **Health & Human Services Dept.** **14. C.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval for Hidalgo County Treasurer's Office - Payroll Division to continue payroll for employee currently funded by the Title V Prenatal FY 15 grant pending receipt of Title V Prenatal FY 16 grant.

BACKGROUND

08/04/15 - AI-50641 - Approval to submit Prenatal FY 16 grant application.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1293-441-00-340-052-5-XXX

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

BUDGETARY IMPACT:

FY 16 Title V Prenatal grant renewal was submitted to DSHS on 08/05/15.

Attachments

Doc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:32 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Mike Escaname		Started On: 07/23/2015 10:06 AM
Final Approval Date: 08/14/2015		

From: "Torres,Leroy (DSHS)" <Leroy.Torres@dshs.state.tx.us>
To: "eddie.olivarez@hchd.org" <eddie.olivarez@hchd.org>, "Mike Escaname" <mike.escaname@hchd.org>
Cc: "Weaver,Anna (DSHS)" <Anna.Weaver@dshs.state.tx.us>
Subject: RE: Title V Renewal Offer
Date: 7/23/2015 3:54:18 PM

Eddie and Mike, this is the corrected offer. Thank you.

Hidalgo Co Health Department

The Performance Management Unit of the Department of State Health Services (DSHS) announces the availability of Fiscal Year (FY) 2016 funds to provide Title V Prenatal and Prenatal/Post-Partum services. Please submit the renewal forms to the email address listed below. The funding for FY16 for your agency is as follows:

Funding Source	Total FY16 Contract Amount
Title V Prenatal and Prenatal/Post-Partum and Dental	$144029

New contracts will begin on September 1, 2015 and will be for a 12-month budget period ending August 31, 2016. The FY2016 Title V Prenatal and Prenatal/Post-Partum Application and Budget Forms are available on-line at: http://www.dshs.state.tx.us/chscontracts/default.shtm.

All contractors are expected to provide services in or benefiting the county or counties defined in your RFP response, unless a different situation is specifically stated in the continuation packet (for example, as a result of a clinic closure or a previously approved program revision). Contract continuation is contingent upon the continued availability of funds and the satisfactory performance of the contractor during the current budget period.

DSHS reserves the right to alter, amend or withdraw this offer at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, Health and Human Services consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article in the contract General Provisions shall apply.

Forms are due via e-mail to cdsb@dshs.state.tx.us by 5:00 p.m., CDT, Wednesday, July 29, 2015. The Department will not be able to process your contract until the forms have been received by CDSB.

Sincerely,

Leroy Torres
Contract Manager
Performance Management Unit
Contract Management Branch
Moreton Bldg. Room 255
Mail Code 1914

1100 W. 49th Street
Austin, Texas 78756-3199
512.776.3038
512.776.7136 FAX
leroy.torres@dshs.state.tx.us

From: Torres,Leroy (DSHS)
Sent: Thursday, July 23, 2015 2:38 PM
To: eddie.olivarez@hchd.org; 'Mike Escaname'
Cc: Weaver,Anna (DSHS)
Subject: Title V Renewal Offer

Dear Eddie and Mike,

Hidalgo County Health & Human Services Department

The Performance Management Unit of the Department of State Health Services (DSHS) announces the availability of Fiscal Year (FY) 2016 funds to provide Title V Prenatal and Prenatal/Post-Partum services. Please submit the renewal forms to the email address listed below. The funding for FY16 for your agency is as follows:

Funding Source	Total FY16 Contract Amount
Title V Prenatal and Prenatal/Post-Partum	$32833

New contracts will begin on September 1, 2015 and will be for a 12-month budget period ending August 31, 2016. The FY2016 Title V Prenatal and Prenatal/Post-Partum Application and Budget Forms are available on-line at: http://www.dshs.state.tx.us/chscontracts/default.shtm.

All contractors are expected to provide services in or benefiting the county or counties defined in your RFP response, unless a different situation is specifically stated in the continuation packet (for example, as a result of a clinic closure or a previously approved program revision). Contract continuation is contingent upon the continued availability of funds and the satisfactory performance of the contractor during the current budget period.

DSHS reserves the right to alter, amend or withdraw this offer at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, Health and Human Services consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article in the contract General Provisions shall apply.

Forms are due via e-mail to cdsb@dshs.state.tx.us by 5:00 p.m., CDT, Wednesday, July 29, 2015. The Department will not be able to process your contract until the forms have been received by CDSB.

Sincerely,

Leroy Torres
Contract Manager
Performance Management Unit

Contract Management Branch
Moreton Bldg. Room 255
Mail Code 1914
1100 W. 49th Street
Austin, Texas 78756-3199
512.776.3038
512.776.7136 FAX
leroy.torres@dshs.state.tx.us

AI-50742 **Health & Human Services Dept.** **14. D.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the TB/PC Federal grant contract Amendment #2015-001400-01 with a revised amount of $570,949.00. The purpose of the amendment is to add additional funding to extend the contract for four months. Revised end date is 12/31/2015.
2. Requesting approval of the Certification of Revenue in the amount of $142,737.00.
3. Requesting approval of the budget appropriation in the amount of $142,737.00 in grant funds and $28,548.00 in local matching funds.

BACKGROUND

08/25/14 - AI-45850 - Acceptance of initial grant contract #2015-001400-00.
12/02/14 - AI-47383 - Approval to appropriate remaining grant award for FY 15.
04/28/15 - AI-49374 - Approval to request additional funds and extend contract for four months.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1293-441-00-340-011-5-XXX

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

BUDGETARY IMPACT:

Grant award requires 20% local match.
Additional match of $28,548.00 has been reserved in account 5-1100-491-01-000-293-6-891 as part of the FY 16 match.
$28,548.00 should be transferred from 5-1100-491-01-000-293-6-891 to 5-1100-491-01-000-293-5-891 to meet the revised local match requirement for this grant award.

Additional cash match pending approval of AI# 50805.

5-1293-331-12-340-011-5-000 TDH T.B. ELIM - Revenue

Attachments

Grant Contract
Budget Appropriation
Budget Analysis
Sal Proj

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:45 PM
Manuel Chapa	Manuel Chapa	08/12/2015 09:34 AM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Mike Escaname Started On: 08/01/2015 11:36 AM

Final Approval Date: 08/14/2015

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001400-01

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $570,949.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 12/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: TB/PC-FED Tuberculosis Prevention and Control-Federal

7. Statement of Work:

SECTION 1. STATEMENT OF WORK:

This contract amendment is due to additional funding to extend the contract for four months, due to the unbundling of contracts.

A. PROVISION OF SERVICES:

Throughout Contractor's defined service area, Contractor shall develop and provide services and associated activities for the prevention and control of tuberculosis (TB) in accordance with federal funding requirements, 93.116 - Project Grants & Cooperative Agreements for Tuberculosis Control Programs.

Contractor shall perform activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall not use funds under this contract to support clinical care such as physician and nursing services or medication purchases.

Contractor may use funds under this contract to support any or all of the following activities:
• Directly observed therapy (DOT);
• Contact Investigations;
• Contact Reviews;
• Surveillance;
• Reporting;
• Data analyses;
• Cluster investigations; and/or
• Provider Education.

Funds under this contract may support full time employees (FTEs) based on the percentage of time involved in performing any of the above activities or to support contractual activities such as DOT.

Contractor shall provide services outlined above in compliance with the following:

• DSHS Tuberculosis Work Plan, http://www.dshs.state.tx.us/idcu/disease/tb/policies/
• DSHS Standards of Performance for the Prevention and Control of Tuberculosis, http://www.dshs.state.tx.us/IDCU/disease/tb/publications/SOP-2014-final.doc;
• American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB, http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
• Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine), Vol. 161, pp. 1376-1395, 2000) http://ajrccm.atsjournals.org/cgi/reprint/161/4/1376;
• Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003, http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
• Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf;
• Updated: Adverse Event Data and Revised ATS/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31), http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm;

• Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm; and
• Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children, http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf.

Contractor shall comply with all applicable federal and state regulations and statutes, including, but not limited to, the following:

• Texas Tuberculosis Code, Health and Safety Code, Chapter 13, Subchapter B;
• Communicable Disease Prevention and Control Act, Texas Health and Safety Code, Chapter 81;
• Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89; • Texas
Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and
• Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities under this Renewal Program Attachment in accordance with Tuberculosis and Refugee Health Services Branch, Tuberculosis Work Plan and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable procedures in the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract knows of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Renewal Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Use of Funds:

Contractor will be subject to adjustments in award amounts based on changes to the number of clients served, utilization of funds, or other factors.

Contractor shall provide a match of no less than 20% of the DSHS share of the total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may hold payment vouchers, use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as match.

Contractor shall not use DSHS funds or matching funds (including in-kind contributions) for:
1. Food;
2. Incentives;
3. Entertainment; or
4. Sectarian worship, instruction, or proselytization.

Contractor shall:

1. Lapse no more than 5% of the total funded amount of the contract.
2. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.

3. Maintain staffing levels to meet required activities of the contract and to ensure all funds in personnel category are expended.
Contractor's budget shall include costs to cover required TB trainings and continuing education training.
Contractor is allocated $142,737.33 from September 1, 2014 – December 31, 2014.
Contractor is allocated $428,211.67 from January 1, 2015 – December 31, 2015.
Expenditures must not exceed the above allocated amounts within the specified timeframes.

B. REPORTING:
Contractor shall provide a complete and accurate Annual Progress Report covering the period from January to December 2014, in the format provided by DSHS, demonstrating compliance with requirements of the Program Attachments during that time period. The report shall include, but not limited to, a detailed analysis of performance related to the performance measures listed below. The Contractor's Annual Progress Report shall not be combined with another Contractor's or health service region's Annual Progress Report. The report is due February 13, 2015, and shall be sent to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us. Any individual-level patient data this will need to be sent to Public Health Information Network (PHIN). Contractors can mail the Annual Progress Report to their DSHS health service region thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to DSHS health service region, the deadline for submission to TB and Refugee Health Services Branch remains unchanged. Contractor shall maintain documentation used to calculate performance measures as required by General Provisions Article VIII "Records Retention" and by Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records.

Contractor shall adhere to reporting requirements documented in the Tuberculosis Work Plan and the CDC Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual available at, http://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf.

C. TRAINING:

Contractor shall provide orientation and training to all employees involved in TB activities including physicians, nurses, contact investigators, outreach workers, case registry staff, receptionists, and other support staff.
Within ninety (90) days of employment, all newly hired employees shall complete required TB training specific to their duties and responsibilities. Refer to the Tuberculosis Work Plan for required trainings for newly hired employees. Each year, employees that provide TB services shall receive sixteen (16) hours of continuing education or training relevant to their position. Documentation of all training (including the hours, topics, and dates) shall be retained for each employee who delivers TB services and made available upon request by DSHS Tuberculosis and Refugee Health Services Branch and listed in detail in the Accomplishments section of the Annual Progress Report.
Contractor's case registry staff shall attend annual medical records conference and workshop to obtain the latest records management procedures.

D. COHORT REVIEWS:

Contractor shall conduct cohort reviews as described in the Tuberculosis Work Plan. Contractor shall submit all required documents for cohort reviews as noted in the TB Work Plan including but not limited to the Cohort Summary Report and Cohort Presentation Form using the following Cohort Period and Submission Schedule:

Cohort Period & Submission Schedule

Cohort Period Cases Counted In:	Are reviewed and reported by:
1st quarter (Jan 1 to Mar 31) current year	March 31 of the following year
2nd quarter (Apr 1 to June 30) current year	June 30 of the following year
3rd quarter (July 1 to Sep 30) current year	September 30 of the following year
4th quarter (Oct 1 to Dec 31) current year	December 31 of the following year

SECTION II. FY15 PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance:

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Direct Observed Therapy (DOT).
For FY15 reporting, data will cover all cases from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90% is required.

If data indicates a compliance rate percentage for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less;
*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.
For FY15 reporting, data will cover all cases from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 86% is required.

If data indicates a compliance percentage for this Performance Measure of less than 86%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

3. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record.
For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 97.6% is required.

If data indicates a compliance percentage of less than 97.6%for this Performance Measure then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

4. Newly-reported cases of TB with Acid-fast Bacillis (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment.
For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 46% is required.

If data indicates a compliance percentage of less than 46% for this Performance Measure, then DSHS may

(at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS;

5. Newly-reported TB cases shall have an HIV test performed (unless they are known HIV- positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the schedule provided herein.
For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 82% is required.
If fewer than 82% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

6. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen.
For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 93.4% is required. If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case.
For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease.
For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 82% is required.

If data indicates a compliance percentage for this Performance Measure of less than 82%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment.
For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 67.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 67.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete

treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given, therein.
For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 47.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 47.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.
For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

12. Increase the proportion of culture-confirmed TB cases with a genotyping result reported.
For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 94.2% is required.

If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate medical evaluation within 90 days of arrival.
For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 56% is required.
Measure of less than 56%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US, increase the proportion who start treatment.
For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 66% is required.
Measure of less than 66%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US and started on treatment, increase the proportion who complete LTBI treatment.
For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 67% is required.
Measure of less than 67%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

16. All reporting to DSHS shall be completed as described herein under Section I-B above and submitted by the deadlines given.
If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report, due February 13, 2015, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC 1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

Contractor is to also send the invoice and supporting documentation as applicable to: CMUinvoices@dshs.state.tx.us.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00064

FY14 TB/FED

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 12/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.116, 93.116, 93.116

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Narrative Report	Annually	January 1, 2014	December 31, 2014	February 13, 2015
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	September 1, 2014	December 31, 2014	February 2, 2015
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	January 1, 2015	February 28, 2015	March 30, 2015
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	March 1, 2015	May 30, 2015	June 30, 2015
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	June 1, 2015	August 31, 2015	September 30, 201
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Final	September 1, 2015	December 31, 2015	February 15, 2016

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us.

Financial Status Reports:
Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number is (512) 776-7442. The email address is invoices@dshs.state.tx.us

16. Special Provisions

General Provisions, ARTICLE II. Compliance and Reporting, Section 2.06, Applicable Laws and Regulations Regarding Funding Sources, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx,us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

General Provisions, ARTICLE III SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Article IV, Funding Section 4.03, Use of Funds, is amended to include the following:
Contractor is allocated $142,737.33 from September 1, 2014 – December 31, 2014.
Contractor is allocated $428,211.67 from January 1, 2015 – December 31, 2015.
Expenditures may not exceed the above allocated amounts within the specified timeframes.

General Provisions, Article IV. Funding, Section 4.06, Nonsupplanting, is revised to include the following:

Funding from this Renewal Program Attachment shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Renewal Program Attachment) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' set funding, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Program Attachment.

General Provisions, ARTICLE V, Payment Methods and Restrictions Section 5.02, Billing Submission is amended to include the following:

Contractor must submit requests for reimbursement or payment, or revisions to previous reimbursement

request(s), no later than February 15, 2015 for costs incurred between the service dates of September 1, 2014 and December 31, 2014.

General Provisions, Article V, Payment Methods and Restrictions, Section 5.03, Final Billing Submission, is amended to include the following:

Contractor shall submit final close-out bill or revisions to previous reimbursement request(s), no later than February 15, 2015 for costs incurred between the services dates of September 1, 2014 and December 31, 2014. Expenditures with service dates from September 1, 2014 to December 31, 2014 will not be paid, if submitted after February 15, 2015.

General Provisions, ARTICLE V. PAYMENT METHODS AND RESTRICTIONS, Section 5.05 Financial Status Reports, is amended to include the following:
Contactor shall submit FSRs to Accounts Payable by the last business day of the month following the end of each term reported. The FSR period will be reported as follows: Quarter One shall include September 1, 2014 through December 31, 2014. Quarter two shall include January 1, 2015 through February 28, 2015. Quarter three shall include March 1, 2015 through May 30, 2015. Quarter four shall include June 1, 2015 through December 31, 2015. Contractor shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term

General Provisions Article VIII Confidentiality, Section 8.03, Exchange of client-identifying information, is revised to include the following:

Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or is otherwise provided by law.

DSHS shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

General Provisions, Article XV. General Terms, Section 15.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2015-001400-01
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budget
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 78756-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: TB/PC-FED

Contract Number: 2015-001400-01

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$393,879.00	$82,924.00	$0.00	$476,803.00
Fringe Benefits	$148,335.00	$31,229.00	$0.00	$179,564.00
Travel	$7,318.00	$0.00	$0.00	$7,318.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$18,607.00	$37.00	$0.00	$18,644.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$2,810.00	$0.00	$0.00	$2,810.00
Total Direct Costs	$570,949.00	$114,190.00	$0.00	$685,139.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$570,949.00	$114,190.00	$0.00	$685,139.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County

Contract Number: 2015-001400-01

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

[X] Applicable [ ] Non- Applicable

Signature of Authorized Individual

Ramon Garcia

Date:

08/26/2014

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County		
Address	1304 S 25th St	State	Texas
City	Edinburg	Zip Code (9 digit)	78539
Payee Name	Hidalgo County		
Address	Hidalgo County Treasurer 2810 S Business 281	State	TX
City	Edinburg	Zip Code (9 digit)	78539-6243
Vendor Identification No.	17460007176	MailCode	060
Payee DUNS No.	103110834		

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year?

[X] Yes [ ] No

2. Certification Regarding % of Annual Gross from Federal Awards.
Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

[ ] Yes [X] No

3. Certification Regarding Amount of Annual Gross from Federal Awards.
Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

[X] Yes [ ] No

4. Certification Regarding Public Access to Compensation Information.
Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

If Yes, where can this information be found?

If No, you must provide the names and total compensation of the top five highly compensated officers.
Example: John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;Sally Tom:300000

Identify contact persons for FFATA Correspondence

FFATA Contact Person #1

Name	Ramon Garcia
Email	ramon.garcia@co.hidalgo.tx.us
Telephone	(956) 318-2600

FFATA Contact Person #2

Name	Ray Eufracio
Email	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone	(956) 318-2511

☒ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature	Date
Ramon Garcia	08/26/2014

DATE: August 18, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-011-5-XXX TB ELIMINATION

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
5-1293-441-00-340-011-5-113	TDH T.B. ELIM - Reg F/T Employees	$ 119,204.00
Fringes		
5-1293-441-00-340-011-5-211	TDH T.B. ELIM - Health Insurance	$ 21,142.00
5-1293-441-00-340-011-5-212	TDH T.B. ELIM - Life Insurance	$ 137.00
5-1293-441-00-340-011-5-220	TDH T.B. ELIM - FICA	$ 9,119.00
5-1293-441-00-340-011-5-230	TDH T.B. ELIM - Retirement	$ 13,446.00
5-1293-441-00-340-011-5-250	TDH T.B. ELIM - Unemployment Comp	$ 679.00
5-1293-441-00-340-011-5-260	TDH T.B. ELIM - Workers Comp	$ 1,800.00
Travel		
5-1293-441-00-340-011-5-581	TDH T.B. ELIM - In-County Travel	$ -
5-1293-441-00-340-011-5-583	TDH T.B. ELIM - Out-Of-County Travel	$ -
Supplies		
5-1293-441-00-340-011-5-610	TDH T.B. ELIM - General Supplies	$ 2,948.00
Other		
5-1293-441-00-340-011-5-550	TDH T.B. ELIM-Printing & Binding	$ 2,810.00
	TOTAL APPROPRIATION	$ 171,285.00
5-1293-331-12-340-011-5-000	TDH T.B. ELIM - Revenue	$ 142,737.00
5-1293-391-01-000-100-5-000	Transfers In - General Fund (**DO NOT POST**)	$ 28,548.00
5-1100-491-01-000-293-5-891	Transfers Out - Health Grants (**DO NOT POST**)	$ 28,548.00
	TOTAL APPROPRIATION	$ 171,285.00

REASON: To appropriate the TB Prevention & Control - Federal grant AMENDMENT for FY 15 including local match.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

TB Elimination FY 15 (#2015-0014-00)
Budget Summary
1st Budget

Budget Categories	DSHS Funds	Cash Match	Category Total
Personnel	295,406.00	62,193.00	357,599.00
Fringe Benefits	110,068.00	23,173.00	133,241.00
Travel	7,318.00	-	7,318.00
Equipment	-	-	-
Supplies	15,420.00	276.00	15,696.00
Contractual	-	-	-
Other	-	-	
Total Direct Costs	428,212.00	85,642.00	513,854.00
Indirect Costs	-		
Totals	**428,212.00**	**85,642.00**	**513,854.00**

TB Elimination FY 15 (#2015-0014-01)
Budget Summary
REVISED BUDGET

Personnel	393,879.00	82,924.00	476,803.00
Fringe Benefits	148,335.00	31,229.00	179,564.00
Travel	7,318.00	-	7,318.00
Equipment	-	-	-
Supplies	18,607.00	37.00	18,644.00
Contractual	-	-	-
Other	2,810.00	-	2,810.00
Total Direct Costs	570,949.00	114,190.00	685,139.00
Indirect Costs	-		
Totals	**570,949.00**	**114,190.00**	**685,139.00**

Amendment
Budget Summary

Budget Categories	DSHS Funds	Cash Match	Category Total
Personnel	98,473.00	20,731.00	119,204.00
Fringe Benefits	38,267.00	8,056.00	46,323.00
Travel	-	-	-
Equipment	-	-	-
Supplies	3,187.00	(239.00)	2,948.00
Contractual	-	-	-
Other	2,810.00	-	2,810.00
Total Direct Costs	142,737.00	28,548.00	171,285.00
Indirect Costs	-		
Totals	**142,737.00**	**28,548.00**	**171,285.00**

TB ELIMINATIN FY 15 **PARTIAL BUDGET #3**

09/01/2014 through 08/31/2015

The budgets in ALIO are made up of both grant and local match; therefore, each category needs to be analyzed independently to arrive to the correct available balance in each account.

											7/31/2015					
Objec	Account Description	Original Budget GRANT	Original Budget LOCAL MATCH	Sub-Total Grant Budget	Total Grant Budget	Line Item Transfers	Total Grant Budget With Transfers	Amendment Grant	Amendment MATCH	GRANT Salaries Y-T-D Expenditures	Local Match Salaries Y-T-D Expenditures	Y-T-D Expenditures Grant & Match	Projected Expenditures 08/01/15-12/31/15	Total Expenditures	GRANT SALARIES Available Balance	LOCAL MATCH Available Balance
113	Regular F/T Employee	197,922.00	41,669.00	239,591.00	239,591.00	(11,000.00)	228,591.00	98,473.00	20,731.00	139,992.41	24,099.08	164,091.49	137,224.12	301,315.61	8,178.47	38,300.92
	Total - Personnel	197,922.00	41,669.00	239,591.00	239,591.00	(11,000.00)	228,591.00	98,473.00	20,731.00	139,992.41	24,099.08	164,091.49	137,224.12	301,315.61	**8,178.47**	**38,300.92**
211	Health Insurance	33,450.00	7,024.00	40,474.00	40,474.00		40,474.00	17,472.00	3,670.00	26,976.36	4,458.13	31,434.49	23,788.15	55,222.64	157.49	6,235.87
212	Life Insurance	216.00	62.00	278.00	278.00		278.00	106.00	31.00	167.57	35.93	203.50	142.83	346.33	11.60	57.07
220	FICA	15,141.00	3,188.00	18,329.00	18,329.00		18,329.00	7,533.00	1,586.00	10,685.77	1,706.25	12,392.02	10,497.65	22,889.67	1,490.58	3,067.75
230	Retirement	22,326.00	4,701.00	27,027.00	27,027.00		27,027.00	11,108.00	2,338.00	14,881.14	2,642.70	17,523.84	15,478.88	33,002.72	3,073.98	4,396.30
250	Unemployment	1,228.00	138.00	1,366.00	1,366.00	100.00	1,466.00	561.00	118.00	839.75	141.59	981.34	782.18	1,763.52	267.07	114.41
260	Workers Comp.	1,485.00	313.00	1,798.00	1,798.00		1,798.00	1,487.00	313.00	1,168.97	227.97	1,396.94	1,029.18	2,426.12	773.85	398.03
	Total- Fringes	73,846.00	15,426.00	89,272.00	89,272.00	100.00	89,372.00	38,267.00	8,056.00	54,719.56	9,212.57	63,932.13	51,718.87	115,651.00	**5,774.57**	**14,269.43**
581	Travel In-County	3,373.00		3,373.00	3,373.00	(3,373.00)	-	-					-	-	-	
583	Travel Out-of-County	1,530.00		1,530.00	1,530.00		1,530.00						-	-	1,530.00	
	Total - Travel	4,903.00		4,903.00	4,903.00	(3,373.00)	1,530.00	-		-	-		-	-	1,530.00	-
748							-							-	-	
	Total - Equipment						-	-							-	-
753	Furniture & Fixtures					4,650.00	4,650.00						4,606.52		43.48	
660	Furnishings & Equip					5,100.00	5,100.00						5,074.96		25.04	
610	General Supplies	8,803.67		8,803.67	8,803.67	3,923.00	12,726.67	3,187.00	(239.00)	5,345.27		5,345.27	5,053.84	10,399.11	5,514.56	(239.00)
	Sub-Total - Supplies	8,803.67	-	8,803.67	8,803.67	13,673.00	12,726.67	3,187.00	(239.00)	5,345.27	-	5,345.27	14,735.32	10,399.11	5,583.08	(239.00)
		-						-			-			-	-	
	Sub-Total - Contractu	-		-	-	-	-	-		-	-		-	-	-	-
550	Printing & Binding							2,810.00							2,810.00	
810	Memberships & Fees	-			-	600.00	600.00				-			-	600.00	
	Sub-Total - Other	-		-	-	600.00	600.00	2,810.00	-	-	-		-	-	3,410.00	-
	Total Grant Award	**285,474.67**	**57,095.00**	**342,569.67**	**342,569.67**	**-**	**332,819.67**	**142,737.00**	**28,548.00**	**200,057.24**	**33,311.65**	**233,368.89**	**203,678.31**	**427,365.72**	**24,476.12**	**52,331.35**

Prepared by HCHHSD
Updated
07/31/15

AI-50832 **Health & Human Services Dept.** **14. E.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services - TB Control State Grant(1293):
1. Requesting approval to accept the TB/PC State grant contract #2016-001417-00 in the amount of $605,561.00 for the period of 09/01/2015 to 08/31/2016.
2. Requesting approval for County Judge to e-sign the TB/PC State grant contract, Certification Regarding Lobbying Statement and the Fiscal Federal Funding Accountability and Transparency Act Certification Statement.
3. Requesting approval of the Certification of Revenue in the amount of $605,561.00.
4. Requesting approval of the budget appropriation in the amount of $605,561.00 in grant funds and $121,112.00 in local matching funds.
5. Discussion, consideration, and approval of the following personnel actions effective 09/01/2015:

Action	Slot#	Dept/ Program	Position Title	Budgeted Salary	Proposed Budgeted Salary
Delete	G003	340-008	Outreach Specialist I	$27,016.00	$0.00
Create	G014	340-008	TB Outreach Worker / Medical Asst	$0.00	$29,656.00

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

TB Control Program Income:
1. Requesting approval of the Certification of Revenue in the amount of $27,000.00 for the TB Control program income.
2. Requesting approval of the budget appropriation in the amount of $27,000.00.

BACKGROUND

06/23/15 - AI-50088 - Approval to submit grant renewal.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-008-6-XXX

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

BUDGETARY IMPACT:

TB State Grant Award = $605,561.00
Required Local Match = $121,112.00 (20%).
Local Match reserved during 2015 budget process = $119,359.00 (ref. acct #5-1100-491-01-000-293-6-891)
AI-50935 (CC 8/18/15) - Interfund transfer in the amount of $1,753.00 to fund the remaining local match required

5-1293-334-10-340-008-6-000 T.B. Control – Revenue
5-1293-345-40-340-008-6-000 T.B. Control - Program Income Revenue

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Attachments

Grant Contract
Sal Proj
Appropriation
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/11/2015 02:06 PM
Human Resources	Diana Munoz	08/14/2015 01:07 PM
Manuel Chapa	Manuel Chapa	08/14/2015 04:44 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Mike Escaname		Started On: 08/11/2015 10:01 AM
Final Approval Date: 08/14/2015		

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-001417-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $605,561.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2015 and ends on 08/31/2016. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

6. Program Name: TB/PC-STATE Tuberculosis Prevention and Control-State

7. Statement of Work:

SECTION I: FY16 FRAMEWORK FOR DELIVERY OF TUBERCULOSIS SERVICES:

The Statement of Work establishes parameters in which local health departments (LHDs) receiving state funds will deliver services to maintain an effective infrastructure that promotes consistent public health practices for the health and well-being of Texans.

Local health departments shall comply with the most current version of the Tuberculosis Work Plan located at http://www.texastb.org/policies and all applicable state laws, regulations, standards and guidelines.

Local health departments shall perform the following in accordance with the Tuberculosis Work Plan:
•Implement a comprehensive TB prevention and control program;
•Develop and maintain TB policies and procedures;
•Provide services to evaluate, treat, and monitor clients with suspected or confirmed TB disease;
•Initiate contact investigations;
•Provide services to evaluate, treat, and monitor contacts to suspected or confirmed cases of pulmonary, pleural, or laryngeal TB disease;
•Provide treatment services for at-risk persons diagnosed with TB infection;
•Develop and maintain surveillance mechanism for early identification and reporting of TB;
•Perform Targeted testing;
•Submit designated reports by established deadlines and schedules using DSHS-approved mechanisms;
•Apply appropriate administrative, environmental, and respiratory controls to prevent exposure to and transmission of Mycobacterium tuberculosis;
•Provide professional education, training and orientation for new TB program staff and continuing education for current TB program staff;
•Monitor budget expenditures and maintain accurate and concise records;
•Comply wth confidentiality and security standards;
•Monitor and participate in correctional TB control activities;
•Perform self-auditing activities to assess clinical care services and reporting practices; and
•Perform ongoing continuing quality improvement activities to meet Texas performance measures.

A. PROVISION OF SERVICES:

Throughout the Contractor's defined service area, Contractor shall develop and provide services and associated activities to prevent and control tuberculosis in their jurisdiction.

Contractor shall perform activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall provide these services in compliance with the following:
• All TB and Refugee Health Service Branch (TB Branch) standards and policies on TexasTB.org;
• DSHS Tuberculosis Work Plan, http://www.dshs.state.tx.us/idcu/disease/tb/policies/;
• DSHS Standards of Performance for the Prevention and Control of Tuberculosis, 2008, http://www.dshs.state.tx.us/idcu/disease/tb/policies/;
• American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB, 2003, http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
• Diagnostic Standards and Classification of Tuberculosis in Adults and Children, American Journal of

Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000, http://atsjournals.org/doi/abs.10.1164/ajrccm.161.4.16141#.vrm6roko4dy;
• Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf;
• Updated: Adverse Event Data and Revised ATS/CDC Recommendations against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31), http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm;
• Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005, http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm;
• Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children, http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf; and
• Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual, http://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to, the following:
• Tuberculosis Code, Texas Statutes, Health and Safety Code, Chapter 13, Subchapter B;
• Communicable Disease Prevention and Control Act, Texas Statutes, Health and Safety Code, Chapter 81;
• Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Texas Statutes, Health and Safety Code, Chapter 89;
• Control of Communicable Diseases, Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A;
• Tuberculosis Screening for Jails and Other Correctional Facilities, Texas Administrative Code (TAC), Title 25, Part 1, Chapter 97, Subchapter H; and
• Retention of Medical Records, General Provisions Article VIII “Records Retention” and by Texas Administrative Code Title 22, Part 9, Chapter 165, §165.1.

Contractor shall perform all activities under this Program Attachment in accordance with the Tuberculosis Work Plan, and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable procedures in the Tuberculosis Work Plan. If approval is provided, the Contractor shall update their policies and procedures within five (5) working days so that staff working on activities under this contract knows of the change(s).

Contractor shall provide TB services to individuals with suspected or confirmed TB disease including persons identified as a contact to a known case or suspect, refugees and class B immigrants regardless of their ability to pay for services.
DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor

Contractor’s expenditures on a quarterly basis. If expenditures are below what is projected in Contractor’s total Renewal Program Attachment amount, Contractor’s budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.
CONFIDENTIALITY
Contractor will designate and identify a HIPAA Privacy Officer, who is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements of federal and state privacy laws.

Contractor shall designate, from its staff, a Local Responsible Party (LRP) who has the overall

responsibility for ensuring the security of the TB/HIV/STD confidential information maintained by Contractor as part of activities under this Program Attachment. The LRP must:

•Ensure that appropriate policies/procedures are in place for handling confidential information, for the release of confidential TB/HIV/STD data, and for the rapid response to suspected breaches of protocol and/or confidentiality. These policies and procedures must comply with DSHS policies and procedure (Contractor may choose to adopt those DSHS policies and procedures as its own).

•Ensure that security policies are reviewed periodically for efficacy, and that the Contractor monitors evolving technology (e.g. new methods hackers are using to illegally access confidential data; new technologies for keeping confidential data protected from hacking) on an on-going basis to ensure that the program's data remain as secure as possible.

•Approve any Contractor staff requiring access to TB/HIV/STD confidential information. LRP will grant authorization to Contractor staff who have a work-related need (i.e. work under this Program Attachment) to view TB/HIV/STD confidential information.

•Maintain a list of authorized Contractor staff persons who have been granted permission to view and work with TB/HIV/STD confidential information. The LRP will review the authorized user list ten (10) days from the effective date of this Program Attachment to ensure it is current. All Contractor staff with access to confidential information will have a signed copy of a confidentiality agreement on file and it be updated once during the term of this Program Attachment.

•Ensure that all Contractor staff with access to confidential information will be trained on TB/HIV/STD security policies and procedures before access to confidential information is granted and that this training will be renewed once during the term of this Program Attachment.

•Ensure that all Contractor staff with access to confidential information will be trained on federal and state privacy laws and policies before access to confidential information is granted and that this training will be renewed once during the term of this Program Attachment.

•Thoroughly and quickly investigate all suspected breaches of confidentiality in consultation with the DSHS LRP, all in compliance with the DSHS Program Policy TB/HIV/STD and Viral Hepatitis Breach of Confidentiality Response Policy" http://www.dshs.state.tx.us/hivstd/policy/security.shtm.

•Ensure that all required quarterly reports will be submitted on time.

Contractor shall include the following in their security procedures:
•Computers and networks meet DSHS security standards, as certified by DSHS IT staff
•Provide a list to DSHS of personnel with access to secured areas and of all identified personnel who have received security training
•Provide a list to DSHS of personnel with access to all network drives where confidential information is stored and all identified personnel received security training
•Requests for TB/HIV/STD systems user account terminations are sent to DSHS within 1 business day of the identification of need for account termination
•Transfer secure data electronically using the Public Health Information Network
•A visitors log for individuals entering the secured areas and reviewed quarterly by the LRP
•TB/HIV/STD system user passwords changes verified by the LRP at least every 90 days
•Confidential data were:
•Maintained in a secured area

•Locked when not in use
•Confidential documents are not left in plain sight
•Shredded before disposal
•Portable devices that are used to store confidential data are approved by the LRP and encrypted

B. USE OF FUNDS:

Contractor shall demonstrate fiduciary responsibility in administering program funds. Contractor will be subject to adjustments in award amounts based on changes to the number of clients served, utilization of funds, or other factors.

Contractor shall provide a match of no less than 20% of the total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may withhold payments, use administrative offsets, or request a refund from

Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.

Contractor shall not use DSHS funds or matching funds (including in-kind contributions) for:

1. Entertainment; or
2. Sectarian worship, instruction, or proselytization.

However, food and incentives are allowed using DSHS funds, but are not allowed for matching funds (including in-kind contributions).

Contractor shall:
1. Lapse no more than 5% of the total funded amount of the contract;
2. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds; and
3. Maintain staffing levels to meet required activities of the contract and to ensure all funds in personnel category are expended.

Contractor's budget shall include costs to cover:

1. Required TB trainings;
2. Continuing education training; and
3. Patient transportation, i.e. ambulance services as needed.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount as approved for this Program Attachment, Contractor's budget may be subject to a decrease for the remainder of the Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract.
http://www.dshs.state.tx.us/contracts/cfpm.shtm.

C.MEDICATIONS AND SUPPLY INVENTORY MANAGEMENT:

Contractor shall order TB medications through DSHS-enabled pharmacy ordering system. Contractor shall ensure that TB medications and supplies purchased with DSHS TB Branch funds are used in a prudent manner that contributes to disease control in their service area and shall not be distributed to entities for which the Contractor does not provide treatment oversight.

Contractor shall monitor and manage its usage of TB medications and testing supplies furnished by DSHS in accordance with first-expiring-first-out (FEFO) principles of inventory control and set maximum stock levels at a two (2) month average usage.

Contractor shall count DSHS-purchased medications and supplies, on a monthly basis, and reconcile their inventory according to the product and lot number listed in the DSHS Inventory Tracking Electronic and Asset Management System (ITEAMS).

Contractor will coordinate with ITEAMS inventory staff to ensure their TB orders comply with best practices.

Contractor shall perform these tasks no later than the seventh working day of the month, using the DSHS-designated electronic management system and procedures established by the TB Branch. Products that have not been used in six (6) months, or will not be used in six (6) months shall be returned to DSHS Pharmacy or transferred to another TB program where the demand may be greater and recorded in ITEAMS. All DSHS-purchased medications shall be stored properly and securely, in accordance with manufacturer's instructions (refer to TB Work Plan, Section V).

Contractor shall obtain a TB expert physician consultation and approval from the TB Branch prior to ordering the following second-line medications:
•Injectable Agents: capreomycin, kanamycin, amikacin, streptomycin;
•Fluoroquinolones: levofloxacin (Levoquin), ciprofloxacin, moxifloxacin, ofloxacin;
•Bacteriostatic Agents: ethionamide, para-aminosalicylic acid, cycloserine; and
•Other Agents: clofazamine, linezolid, bedaquiline, clarithromycin, amoxicillin.

Contractor may distribute Purified Protein Derivative (PPD) and syringes for TB skin testing to correctional facilities that meet Texas Health and Safety Code, Chapter 89 requirements. Contractor shall monitor distribution of these items in accordance with screening activities submitted on the correctional monthly report.

D. USE OF INTERFERON GAMMA RELEASE ASSAY TESTS:

Contractor shall:

1.Perform tuberculosis screenings using DSHS-supplied interferon gamma release assays (IGRA) specifically T-SPOT®.TB or QuantiFERON®–TB Gold in-tube tests for the following populations in accordance with DSHS-approved age requirements:
a.TB suspects;
b.TB cases;
c.Contacts to TB suspects and cases – Consultation with the TB Branch is required for contact investigations in which 50 or more persons are targeted for screening;
d.Targeted testing except screening in correctional facilities – Monthly screening reports shall be submitted in accordance with reporting schedule; and
e.Routine screening of employees providing TB services.

2.IGRA testing products/supplies supported by DSHS funds shall not be provided to any organization or establishment without documented approval from the TB Branch.

E. CONDUCT SURVEILLANCE:

Contractor shall:
1.Contact providers that deliver TB care to at-risk populations within Contractor's service area to obtain data of unreported cases (refer to TB Work Plan, Section VIII, B);
2.Submit Surveillance Quality Assurance Template via the Public Health Information Network (PHIN) to the Surveillance Branch (refer to TB Work Plan, Section VIII, A);
3.Identify high risk groups and congregate settings for which testing for TB infection (TBI) and disease are justified. The goal for target testing is to identify, evaluate, and treat persons who are at high risk for TB infection or at high risk for developing TB disease, once infected with M. tuberculosis (refer to TB Work Plan, Section VIII, B).

F. REPORTING:

Contractor shall:
1.Provide a complete and accurate Annual Progress Report covering the period from January to December 2015, in the format provided by DSHS, demonstrating compliance with requirements of the Program Attachments during that time period. The report shall include, but not limited to, a detailed analysis of performance related to the performance measures (see Section II FY16 Performance Measures).

The Contractor's Annual Progress Report shall not be combined with another Contractor's or health service region's Annual Progress Report. The report is due March 15, 2016, and shall be sent to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us (refer to TB Work Plan, Section IX, O). Any individual-level patient data must be sent via the PHIN. Contractors can mail the Annual Progress Report to their DSHS Health Service Region (HSR) thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to a DSHS HSR, the deadline for submission to the TB Branch remains unchanged;

2.Ensure designated reports for Cases, Suspects and Contact Investigations are submitted by established deadlines and schedules using DSHS-approved mechanisms (refer to TB Work Plan, Section IX);

3.Submit monthly correctional TB screening reports from those jails and community corrections under Texas Health and Safety Code Chapter 89 Requirements (refer to TB Work Plan, Section IX, N);

4.Submit completed Cohort Review documents for the appropriate cohort year and quarter to the TB Branch via the PHIN (refer to TB Work Plan, Section IX, P);

5.Submit completed Incident Report(s) and weekly written updates for media sensitive situations and or large contact investigations (= 50 contacts, or in a school = 25 contacts) are sent to the TB Branch via the PHIN (refer to TB Work Plan, Section IX, Q);

6.Conduct DGMQ airline contact investigations and report to the TB Branch (refer to TB Work Plan, Section IX, R); and

7.Submit a Report of Adverse Drug Reaction to the TB Branch Nurse Case Manager Consultant (or designee), if a TB Suspect or Case dies or is hospitalized due to an adverse drug reaction (refer to TB

Work Plan, Section IX, S).

G. MAINTAIN A COMPETENT WORKFORCE:

Contractor shall provide professional education, training and orientation for new TB program staff and continuing education for current TB program staff to include: physicians, nurses, contact investigators, outreach workers, case registry staff, receptionists, epidemiologists, and other support staff (refer to TB Work Plan, Section XI).
Within 90 days of employment, all newly hired employees shall complete 40 hours of required TB training specific to their duties and responsibilities. Refer to the TB Work Plan for required trainings for newly hired employees. Each year, employees providing TB services shall receive 16 hours of continuing education or training relevant to their position.

Documentation of all training (including the name of staff person, job title, hours received, course name, and date of course) shall be retained for each employee who delivers TB services and made available upon request by the TB Branch and listed in detail in the Accomplishments section of the Annual Progress Report (refer to TB Work Plan, Section XI, C).

Contractor shall provide to the TB Branch, “Notice of Change in TB Personnel” form no later than the 5th day of each month (see Attachment A).

Contractor’s case registry staff shall attend annual medical records conference and workshop to obtain the latest records management procedures.

By October 14th of each year, Contractor shall submit documents demonstrating acknowledgment of jurisdictional TB policies and procedures by TB personnel. Orders and procedures are to be reviewed and signed at least annually by all employees delivering TB clinical (registered nurses, licensed vocational nurses, and non-licensed staff) or data services (epidemiologists, case registrars, etc.). Each Contractor shall send the following documents to the TB Branch via the PHIN; Nurse Admin folder:

1.Copy of fully signed TB Policies and Procedures signature page, and
2.Copy of table of contents listing all enacted TB policies and procedures with the period of time the policies and procedures are valid.

H. INITIATE AND MAINTAIN AUDITING AND QUALITY ASSURANCE PRACTICES:

Contractor must ensure that appropriate clinical and reporting standards are adequately maintained for audit activities (refer to TB Work Plan, Section XVI).
Contractors are subject to audits, desktop reviews and site visits at the discretion of DSHS.

SECTION II: FY16 PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor’s effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance (refer to TB Work Plan, Section XVI):

1.Newly-reported TB cases shall have an HIV test performed (unless they are known HIV-positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the

reporting schedule provided in Section 1, B herein.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 82.9% is required.
If fewer than 82.9% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

2.Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Directly Observed Therapy (DOT).

For FY16 reporting, data will cover all cases from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 91.6% is required.
If data indicates a compliance percentage for this Performance Measure of less than 91.6%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

3.Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 93.4% is required.
If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

4.Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum acid-fast bacilli (AFB)-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 91.5% is required.
If data indicates a compliance percentage for this Performance Measure of less than 91.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

5.Newly-reported cases of TB with AFB positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014-12/31/2014). A compliance percentage of not less than 47% is required.
If data indicates a compliance percentage for this Performance Measure of less than 47%, then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS;

6. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less.

*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a

positive blood culture for TB.
For FY16 reporting, data will cover all cases from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 87% is required.
If data indicates a compliance percentage for this Performance Measure of less than 87%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

7. Increase the proportion of culture-confirmed TB cases with a genotyping result reported.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 94.2% is required.
If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

8. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 97.8% is required.
If data indicates a compliance percentage for this Performance Measure of less than 97.8%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

9. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 92% is required.
If data indicates a compliance percentage for this Performance Measure of less than 92%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TBI and disease.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 82.5% is required.
If data indicates a compliance percentage for this Performance Measure of less than 82.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with TBI shall be started on timely and appropriate treatment.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 70% is required.
If data indicates a compliance percentage for this Performance Measure of less than 70%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a

timeline set by DSHS;

12. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with TBI and that were started on treatment shall complete treatment for TBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000; according to timelines given, therein.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 50% is required.
If data indicates a compliance percentage for this Performance Measure of less than 50%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate a medical evaluation within 30 days of arrival. Arrival is defined as the first notice or report; whether that is by fax, phone call, visit to the health department or EDN notification.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 62% is required.
If data indicates a compliance percentage for this Performance Measure of less than 62%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate and complete a medical evaluation within 90 days of arrival.

For FY16 reporting data will be drawn from calendar year 2015 (1/1/2015-12/31/2015). A compliance percentage of not less than 45% is required.
If data indicates a compliance percentage for this Performance Measure of less than 45%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US, increase the proportion who start treatment.

For FY16 reporting, data will be drawn from calendar year 2015 (1/1/2015 -12/31/2015). A compliance percentage of not less than 64% is required.
If data indicates a compliance percentage for this Performance Measure of less than 64%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

16. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with TBI during evaluation in the US and started on treatment, increase the proportion who complete TBI treatment.

For FY16 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 70% is required.
If data indicates a compliance percentage for this Performance Measure of less than 70%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS.

Contractor shall maintain documentation used to calculate performance measures as required by General Provisions Article VIII “Records Retention” and by Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding retention of medical records.

All reporting to DSHS shall be completed as described in Section I, “D. Reporting” and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the Annual Progress Report, due March 15, 2016, a written narrative explaining the barriers and the plan to address those barriers. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

SECTION III: BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables.
Vouchers and supporting documentation can be mailed, faxed or sent via e-mail:
Claims Processing Unit, MC 1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us and to CMU.invoices@dshs.state.ts.us.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00061

FY14 TB State

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

STATE

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Annual Report	Annually	January 1, 2015	December 31, 2015	March 15, 2016
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	September 1, 2015	November 30, 2015	December 31, 201
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	December 1, 2015	February 29, 2016	March 31, 2016
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	March 1, 2016	May 31, 2016	June 30, 2016
Financial Status Reports (FSRs) & Match Reimbursement/Certification Forms (B-13As)	Quarterly	June 1, 2016	August 31, 2016	October 17, 2016

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us.

Financial Status Reports:
Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number is (512) 776-7442. The email address is invoices@dshs.state.tx.us

16. Special Provisions

SECTION IV: FY16 SPECIAL PROVISIONS:

General Provisions, ARTICLE VII CONFIDENTIALITY, Section 7.03 Exchange of client-identifying information, is revised to include the following:

Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or is otherwise provided by law.
DSHS shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

General Provisions, Article XXIII, Program Funds and Payment, Section 23.04 Nonsupplanting, is revised to include the following:

Funding from this Contract shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Contract) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' share set out in SECTION VII. BUDGET, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Contract.
All revenues directly generated by this Contract or earned as a result of this Contract during the term of this Contract are considered program income; including income generated through Medicaid billings for TB related clinic services. Contractor may use the program income to further the scope of work detailed in this Contract, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provision, ARTICLE XIV, General Terms, Section 14.12, Amendment is revised to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-001417-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budget
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	PERSONNEL FORM

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 78756-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: TB/PC-STATE

Contract Number: 2016-001417-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$445,483.00	$88,988.00	$0.00	$534,471.00
Fringe Benefits	$159,839.00	$31,929.00	$0.00	$191,768.00
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$239.00	$195.00	$0.00	$434.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total Direct Costs	$605,561.00	$121,112.00	$0.00	$726,673.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$605,561.00	$121,112.00	$0.00	$726,673.00

PERSONNEL FORM

Organization Name: Hidalgo County

Contract Number: 2016-001417-00 Program ID: TB/PC-STATE

Contract Term: 09/01/2015 - 08/31/2016 Program Name: Tuberculosis Prevention and Control

Tuberculosis and Refugee Health Services Branch

NOTICE OF CHANGE in TB PERSONNEL
(To be completed only when there is a change in personnel)
Submit no later than the 5th day of each month
Submit to Staff Services Officer: Lara.Miller@dshs.state.tx.us

Month / Year _____
Local Health Department/Health Service Region _____
Contact Person _____
Phone Number _____

Check all that apply:

_____ NEW HIRE _____ NAME CHANGE _____ NEW FTE

_____ TRANSFER _____ PROMOTION _____ RESIGNATION
_____ RECLASSIFICATION _____ RETIREMENT _____ TERMINATION
_____ OTHER (SPECIFY) _____

PERSONNEL INFORMATION

Name as Listed on Payroll _____

Supervisor _____

Work Location _____

Phone & Phone Extension _____

Position Title _____

Effective Date _____

New Base Salary _____

Last Physical Day on Duty _____

Summary of Duties _____

Percent Paid by State Funds _____

Percent Paid by Federal Funds _____

Percent Paid by Neither State nor Federal Funds _____

TEXAS Department of State Health Services

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2016-001417-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			

TEXAS Department of State Health Services

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(•) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (•) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(•) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1	
Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600
FFATA Contact Person #2	
Name*	Ray Eufracio
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and

TB CONTROL FY 16 (STATE)
Grant Application
Salary Budget
09/01/2015 - 08/31/2016
For Budget Purposes Only

T.B. Control FY 15 (program 008)

												Hourly Rate				2015	2016				Fringes				Insurance			
Slot #	Employee #	Position Title	2015 Payroll Salary	2016 Budgetd Salary With 3% COLA	2015 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 3% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2015	# of Hours in 2016	Salary Amount from 09/01/15 - 12/31/15	Salary Amount from 01/01/16 - 08/31/16	Fiscal Year Salary Amount 09/01/15 - 08/31/16	Monlty Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (11.28%)	Unemployment (.0057%)	Workers Comp (.0094%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G001		Licensed Vocational Nurse III	48,149.00	49,593.47	48,149.00	1,819.00	9,953.00	36,377.00	37,468.31	0.24	0.76	23.1486	23.8430	704	1,392	16,296.58	33,189.48	49,486.06	4,123.84	37,609.41	2,877.12	4,242.34	214.37	353.53	4,491.14	28.55	12,207.05	49,816.46
G002		Outreach Specialist I	27,015.00	27,825.45	27,015.00	1,201.00	1,782.00	24,032.00	24,752.96	0.11	0.89	12.9880	13.3776	704	1,392	9,143.54	18,621.65	27,765.19	2,313.77	24,711.02	1,890.39	2,787.40	140.85	232.28	5,259.37	33.43	10,343.73	35,054.75
G003		Outreach Specialist I																										
G004		Billing Specialist II	24,912.00	25,659.36	24,912.00	-	-	24,912.00	25,659.36	-	1.00	11.9769	12.3362	704	1,392	8,431.75	17,172.03	25,603.79	2,133.65	25,603.79	1,958.69	2,888.11	145.94	240.68	5,909.40	37.56	11,180.37	36,784.16
G005		Billing Specialist II	24,912.00	25,659.36	24,912.00	-	-	24,912.00	25,659.36	-	1.00	11.9769	12.3362	704	1,392	8,431.75	17,172.03	25,603.79	2,133.65	25,603.79	1,958.69	2,888.11	145.94	240.68	5,909.40	37.56	11,180.37	36,784.16
G006		TB Program Manager	70,748.00	72,870.44	70,748.00	-	-	70,748.00	72,870.44	-	1.00	34.0135	35.0339	704	1,392	23,945.48	48,767.14	72,712.62	6,059.38	72,712.62	5,562.52	8,201.98	414.46	683.50	5,909.40	37.56	20,809.42	93,522.04
G008		TB Registered Nurse	60,655.00	62,474.65	60,655.00	-	-	60,655.00	62,474.65	-	1.00	29.1611	30.0359	704	1,392	20,529.38	41,809.96	62,339.34	5,194.95	62,339.34	4,768.96	7,031.88	355.33	585.99	5,909.40	37.56	18,689.12	81,028.46
G009		Clerk III	26,330.00	27,119.90	26,330.00	-	-	26,330.00	27,119.90	-	1.00	12.6587	13.0384	704	1,392	8,911.69	18,149.47	27,061.16	2,255.10	27,061.16	2,070.18	3,052.50	154.25	254.37	5,909.40	37.56	11,478.26	38,539.42
G010		Limited Medical Radiologic Technologist	35,391.00	36,452.73	35,391.00	-	-	35,391.00	36,452.73	-	1.00	17.0149	17.5254	704	1,392	11,978.49	24,395.29	36,373.78	3,031.15	36,373.78	2,782.59	4,102.96	207.33	341.91	5,909.40	37.56	13,381.76	49,755.54
G011		Licensed Vocational Nurse III	48,149.00	49,593.47	48,149.00	-	-	48,149.00	49,593.47	-	1.00	23.1486	23.8430	704	1,392	16,296.58	33,189.48	49,486.06	4,123.84	49,486.06	3,785.68	5,582.03	282.07	465.17	5,909.40	37.56	16,061.91	65,547.97
G012		Clerk III	24,720.00	25,461.60	24,720.00			24,720.00	25,461.60		1.00	11.8846	12.2412	704	1,392	8,366.77	17,039.69	25,406.46	2,117.20	25,406.46	1,943.59	2,865.85	144.82	238.82	5,909.40	37.56	11,140.04	36,546.50
G013		TB Outreach Worker / Medical Assistant	29,656.00	30,545.68	29,656.00	-	-	29,656.00	30,545.68	-	1.00	14.2577	14.6854	704	1,392	10,037.42	20,442.11	30,479.52	2,539.96	30,479.52	2,331.68	3,438.09	173.73	286.51	5,909.40	37.56	12,176.97	42,656.49
G014	New	TB Outreach Worker / Medical Assistant	29,656.00	30,545.68	29,656.00	-	-	29,656.00	30,545.68	-	0.92	14.2577	14.6854	704	1,392	10,037.42	20,442.11	30,479.52	2,539.96	28,041.16	2,145.15	3,163.04	159.83	263.59	5,436.65	34.56	11,202.82	39,243.98
			420,637.00	**433,256.11**	**420,637.00**	**3,020.00**	**11,735.00**	**405,882.00**	**418,058.46**							**152,406.86**	**310,390.43**	**462,797.29**	**38,566.45**	**445,428.11**	**34,075.25**	**50,244.29**	**2,538.94**	**4,187.02**	**68,371.76**	**434.58**	**159,851.85**	**605,279.96**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 06/23/15.
2 A 3% cost of living increase is budgeted from 01/01/16 to 08/31/16. (pending CC approval)
3 2015 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,096 for FY 16.
5 $492.45 / month per employee ($492.45 *12 = $5,909.40)

5 County Sa TB Control Sal Sche ---------->

6 2015 Fring ---------->

Prepared by Mike Escaname
HCHHSD
06/11/2015

This portion of salary / fringes to be paid from program income budget:

G014	New	TB Outreach Worker / Medical	29,656.00	30,545.68	29,656.00	-	-	29,656.00	30,545.68	-	0.08	14.2577	14.6854	704	1,392	10,037.42	20,442.11	30,479.52	2,539.96	2,438.36	186.53	275.05	13.90	22.92	472.75	3.00	974.15	3,412.51

LOCAL MATCH ($121,112.00) Required

						Local Match						Hourly Rate				2015	2016	Local Match			Local Match Fringes							
																					Fringes				Insurance			
Slot #	Employee #	Position Title	2014 Payroll Salary	2015 Budgetd Salary With 3% COLA	2014 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 3% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2015	# of Hours in 2016	Salary Amount from 09/01/15 - 12/31/15	Salary Amount from 01/01/16 - 08/31/16	Fiscal Year Salary Amount 09/01/15 - 08/31/16	Monlty Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (11.28%)	Unemployment (.57%)	Workers Comp (.75%)	Health Ins.	Life Ins.	Local Match Projected Fringes	Local Match Projected Total Salaries & Fringes
G001		Licensed Vocational Nurse III	48,149.00	49,593.47	48,149.00	1,819.00	9,953.00	36,377.00	37,468.31	0.24	0.76	23.1486	23.8430	704	1,392	16,296.58	33,189.48	49,486.06	4,123.84	37,609.41	900.56	1,327.88	67.10	88.29	1,444.80	9.18	3,837.81	15,609.81
G002		Outreach Specialist I	27,015.00	27,825.45	27,015.00	1,201.00	1,782.00	24,032.00	24,752.96	0.11	0.89	12.9880	13.3776	704	1,392	9,143.54	18,621.65	27,765.19	2,313.77	24,711.02	228.20	336.48	17.00	22.37	652.52	4.15	1,260.73	4,243.73
0125		Registered Nurse V	65,507.00	67,472.21	65,507.00	1,824.00	63,683.00	-	-	0.77	-	31.4938	32.4386	2,096	0	50,828.39	-	50,828.39	5,458.92	-	3,888.37	5,733.44	289.72	381.21	4,550.24	28.92	14,871.91	65,700.30
0029		TB Record Manager	39,560.00	40,746.80	39,560.00	-	39,560.00	-	-	0.66	-	19.0192	19.5898	2,096		26,310.44	-	26,310.44	3,296.67	-	2,012.75	2,967.82	149.97	197.33	3,900.20	24.79	9,252.85	35,563.30
				-					-																			
				-					-																			
			180,231.00	**185,637.93**	**180,231.00**	**4,844.00**	**114,978.00**	**60,409.00**								**102,578.96**	**51,811.12**	**154,390.08**	**15,193.20**	**62,320.43**	**7,029.88**	**10,365.62**	**523.79**	**689.20**	**10,547.76**	**67.04**	**29,223.30**	**121,117.14**

91,893.84
29,223.30
121,117.14

Prepared by Mike Escaname
HCHHSD
06/11/2015

DATE: September 01, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-008-6-XXX T. B. Control

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
5-1293-441-00-340-008-6-113	T.B. Control - Reg F/T Employees	$ 534,471.00
Fringes		
5-1293-441-00-340-008-6-211	T.B. Control - Health Insurance	$ 82,022.00
5-1293-441-00-340-008-6-212	T.B. Control - Life Insurance	$ 501.00
5-1293-441-00-340-008-6-220	T.B. Control - FICA	$ 40,888.00
5-1293-441-00-340-008-6-230	T.B. Control - Retirement	$ 60,288.00
5-1293-441-00-340-008-6-250	T.B. Control - Unemployment Comp	$ 3,046.00
5-1293-441-00-340-008-6-260	T.B. Control - Workers Comp	$ 5,023.00
Travel		
Supplies		
5-1293-441-00-340-008-6-610	T.B. Control - General Supplies	$ 434.00
	TOTAL APPROPRIATION	$ 726,673.00
5-1293-334-10-340-008-6-000	T.B. Control - Revenue	$ 605,561.00
5-1293-391-01-000-100-6-000	Transfers In - General Fund (**DO NOT POST**)	$ 121,112.00
5-1100-491-01-000-293-6-891	Transfers Out - Health Grants (**DO NOT POST**)	$ 121,112.00
	TOTAL APPROPRIATION	$ 726,673.00

REASON: To appropriate the T.B. Control grant award for FY 16.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 1, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-008-6-XXX T.B. Control (State) Program Income

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
5-1293-441-00-340-008-6-113	T.B. Control - Reg F/T Employees	$ 2,439.00
Fringes		
5-1293-441-00-340-008-6-211	T.B. Control - Health Insurance	$ 473.00
5-1293-441-00-340-008-6-212	T.B. Control - Life Insurance	$ 3.00
5-1293-441-00-340-008-6-220	T.B. Control - FICA	$ 187.00
5-1293-441-00-340-008-6-230	T.B. Control - Retirement	$ 275.00
5-1293-441-00-340-008-6-250	T.B. Control - Unemployment Comp	$ 14.00
5-1293-441-00-340-008-6-260	T.B. Control - Workers Comp	$ 23.00
Travel		
5-1293-441-00-340-008-6-581	T.B. Control - Travel In County	$ 750.00
5-1293-441-00-340-008-6-583	T.B. Control - Travel Out of County	$ 3,000.00
Supplies		
5-1293-441-00-340-008-6-610	T.B. Control - General Supplies	$ 11,836.00
5-1293-441-00-340-008-6-660	T.B. Control - Furnishings & Equipment	$ 3,000.00
Other		
5-1293-441-00-340-008-6-339	T.B. Control - Other Professional Services	$ 1,000.00
5-1293-441-00-340-008-6-550	T.B. Control - Printing & Binding	$ 2,000.00
5-1293-441-00-340-008-6-584	T.B. Control - Registration	$ 2,000.00
	TOTAL APPROPRIATION	$ 27,000.00
5-1293-345-40-340-008-6-000	T.B. Control - Program Income Revenue	$ 27,000.00
	TOTAL APPROPRIATION	$ 27,000.00

REASON: To appropriate the program income funds for the T.B. Control program for FY 16.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG - 7 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH TB CONTROL DIVISION (340-008) DATE: 8/7/2015

CURRENT POSITION TITLE: **OUTREACH SPECIALIST I** CURRENT SLOT# : 008-G003

REQUESTED POSITION TITLE: NEW SLOT # _____

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:

$ 27,016.00	$ 0.00	$ (27,016.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other F-1293, PROGRAM 008

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

This position is not needed to support the deliverables of the grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	08/07/2015 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	8/14/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	8/17/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG - 7 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH TB CONTROL DIVISION (340-008) DATE: 8/7/2015

CURRENT POSITION TITLE: CURRENT SLOT# : _____

REQUESTED POSITION TITLE: **TB OUTREACH WORKER / MEDICAL ASSISTANT** NEW SLOT # G014 ~~G00X~~

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 29,656.00	$ 29,656.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other TB / PC State FY 16 Grant effective 09/01/2015. (F-1293, Program 008)

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

This position will support the TB PREVENTION & CONTROL project service delivery plan as approved by the Texas Department of State Health Services (grantor agency)

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

See attached job description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	08/07/2015 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	8/14/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	8/17/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY HEALTH & HUMAN SERVICES

TB OUTREACH WORKER/MEDICAL ASSISTANT

GENERAL DESCRIPTION

Performs TB outreach work including home visits for TB skin testing, directly observed therapy and TB education. Performs data entry, venipuncture, fingersticks, hematocrits, and PPD skin tests. Assesses vital signs, (BP, Wt, Ht, Temp) and urinalysis. Measures visual acuity and ishihara screening, prepares lab specimens for mailing. Performs pregnancy tests, separates plasma from whole blood. Screens calls for nurses.

EXAMPLES OF WORK PERFORMED

Outreach work for the Pulmonary Clinic: does home visits, TB Skin testing, delivers DOT/DOPT to patients

Working in patient homes and in Health department. Performs lab and clinical procedures per Health department protocol including blood specimen accessions vital signs, urinalysis, visual acuity & ishahara screening, pregnancy tests. Separates plasma from whole blood, applies and interprets TB skin tests, diabetes screening, prepares blood and sputum specimens for mailing, and does computer data entry on all the above

Screens phone calls for nurses and assists X-Ray tech as needed

Prepares reports as assigned by supervisor

Maintains refridgerator temperature log

Knowledge of medical terminology

May be required to work other than normal or scheduled hours including weekends and holidays

Other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

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

Immunization/TB Screening Requirements

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may be required.

Knowledge, Skills, and Abilities

Must have the ability to read, write and comprehend English language; Spanish speaking preferred

Knowledge of HIV/AIDS and communicable disease preferred

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-50835 **Health & Human Services Dept.** **14. F.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Infectious Disease Control FY 16 grant contract #2016-003779-00 in the amount of $73,450.00 for the period of 09/01/2015 to 08/31/2016.

2. Requesting approval for County Judge to e-sign the Infectious Disease Control grant contract and the Fiscal Federal Funding Accountability and Transparency Act Certification.
3. Approval of the Certification of Revenue in the amount of $73,450.00.
4. Approval of the budget appropriation.
5. Approval of the salary schedule.

BACKGROUND

03/31/15 - AI-48853 - Approval to submit renewal grant application.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-060-6-XXX

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

BUDGETARY IMPACT:

No local match required.

5-1293-334-10-340-060-6-000 Infectious Disease - Grant Revenue

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Attachments

Grant Contract
Budget Appropriation
Sal Proj

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/11/2015 02:07 PM
Mike Escaname (Originator)	Mike Escaname	08/11/2015 02:40 PM

Manuel Chapa	Debbie Tamez	08/13/2015 03:13 PM
Human Resources	Debbie Tamez	08/13/2015 03:14 PM
Manuel Chapa	Manuel Chapa	08/14/2015 03:43 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Mike Escaname Started On: 08/11/2015 01:41 PM

Final Approval Date: 08/14/2015

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2016-003779-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $73,450.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2015 and ends on 08/31/2016. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: As applicable, DSHS enters into this Contract under the authority of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 531, 771, 791 or 2155.

6. Program Name: IDCU/SUR Infectious Disease Control Unit/ Surveillance and Epidemiology Activities

7. Statement of Work:

Contractor must perform surveillance and epidemiology activities for all notifiable conditions listed in 25 TAC §97.3. Contractor will assign the Epidemiologist funded by this contract to be responsible for all notifiable conditions, or will assign certain conditions for infectious disease preparedness and outbreak response activities and investigations.

Contractor will provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;

Contractor will perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8, "Service Area" of this contract.

Contractor must, as directed by DSHS:

1. Retain an Epidemiologist primarily dedicated to notifiable conditions surveillance and epidemiology activities, including infectious disease preparedness and outbreak response activities and investigations. The Epidemiologist must have qualifications in epidemiology and public health infectious disease surveillance and epidemiology, preferably with a Masters of Public Health (MPH) degree or at least two years working experience as an Epidemiologist to perform and track the following deliverables;

2. Assign this Epidemiologist to attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by the Emerging and Acute Infectious Disease Branch (EAIDB) or other EAIDB-approved substitute training;

3. Respond to all disease reports from laboratories, health care providers, and other disease reporters such as school nurses and health care facility administrators;

4. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;

5. Complete all Surveillance and Case Investigation activities relevant to the disease as outlined in The Emerging and Acute Infectious Disease Guidelines (available at http://www.dshs.state.tx.us/idcu);

6. Attempt to administer one-hundred percent (100%) of EAIDB-requested questionnaires for which contact information is complete as soon as possible but no later than two (2) business days after receipt of request to administer questionnaire. Attempts to administer questionnaires related to the outbreaks and notifiable conditions must include at least one (1) attempt to contact case-patients after-hours if unable to contact during normal business hours after three (3) attempts;

7. Complete and submit at least seventy-five percent (75%) of questionnaires related to all pertinent case and outbreak investigations within five (5) business days after initial report and/or assignment by DSHS. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed interview;

8. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

9. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions and outbreak cases correctly and completely within thirty (30) days of initial report to public health in National Electronic Disease Surveillance System (NEDSS) in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines www.dshs.state.tx.us/idcu/health/infection_control/Investigation-Guidance;

10. Coordinate with hospitals and clinics within their jurisdiction to have at least ninety percent (90%) of laboratory specimens in 25 TAC §97.3 and/or those related to assigned outbreak investigations sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing as designated by DSHS;

11. Enter all pertinent case investigation data correctly and completely in NEDSS within five (5) business days of completion of investigation of each case interview; and

12. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS.

DSHS shall:

1. Host the Epidemiology and Laboratory Capacity Epidemiology Workshop to provide training;

2. Send all such written instructions to Contractor by appropriate means, depending upon whether the information being transferred is confidential or non-confidential; and

3. Schedule conference calls as needed with Contractor to discuss progress toward accomplishing activities requirements of this contract (including the final, approved work plan, which is hereby incorporated by reference into this contract) and to evaluate project operations.

Contractor must comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Program Attachment; and with any letters or memos with rules, policies or other written instructions provided to Contractor resulting from changes to State requirements applicable to funding sources.

Within thirty (30) days of receipt of an amended standard(s) or guidelines(s), Contractor must inform DSHS, in writing, if it will not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within reasonable period-of-time as determined by DSHS.

Contractor must not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also support activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor must make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor’s expenditures on a quarterly basis. If expenditures are below what is projected in Contractor’s total Program Attachment amount, Contractor’s budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after sixty (60) days may result

in a decrease in funds.

Contractor agrees to read DSHS Contractor Financial Procedures Manual (CFPM) and work with DSHS staff regarding the management of funds received under this Contract. Link for CFPM manual: http://www.dshs.state.tx.us/contracts/cfpm.shtm.

PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor must:

1. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster; as directed by DSHS;

2. Attend the annual Epidemiology and Laboratory Capacity Epidemiology Workshop provided by EAIDB or other EAIDB-approved substitute training.

3. Participate in monthly conference calls with the EAIDB to provide updates, progress reports, and other necessary communications;

4. Participate in outbreak/cluster-related conference calls and responses relevant to the jurisdiction hosted by the Centers for Disease Control and Prevention (CDC) or DSHS;

5. Assure and monitor that at least ninety percent (90%) of isolates from reported positive cases of conditions listed in 25 TAC §97.3 for which isolates are required from hospitals and clinics within the jurisdiction and/or those related to outbreak investigations are sent to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified public health laboratory for confirmatory and/or molecular testing as designated by DSHS;

6. Administer and complete questionnaires within five (5) business days with at least seventy-five (75%) percent completion rate. Completed questionnaires include those in which the case-patient is contacted but refuses some or the entire questionnaire. Questionnaires for which no contact is made with case-patient do not constitute a completed questionnaire;

7. Submit completed questionnaires related to notifiable conditions and outbreak investigations to DSHS through a secure electronic method to the designated EAIDB epidemiologist or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

8. If not already a certified NEDSS user, submit a signed and dated copy of the NEDSS Confidentiality and Data Use Oath to DSHS for all individuals permitted to access NEDSS data, and attend DSHS training and complete certification within thirty (30) days of hire;

9. Investigate and document at least ninety percent (90%) of confirmed and probable notifiable conditions cases correctly and completely within thirty (30) days of initial report to public health in NEDSS in accordance with DSHS Emerging and Acute Infectious Disease Investigation Guidelines www.dshs.state.tx.us/idcu/health/infection_control/Investigation-Guidance/

10. Submit a monthly list of all reported clusters, outbreaks, and information on investigation findings on the tracking sheet provided by DSHS. Reports are due on the 15th calendar day of each month beginning October 15, 2015. Each report must cover activities that occurred during the preceding month. Report due dates that fall on a weekend or holiday will be due the first business day after the 15th of the month. Submit the list via electronic mail to EAIDBcontracts@dshs.state.tx.us. All reports should be clearly identified with the Contractor Name, Contract Number, Program ID, and the month of the report;

11. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS;

12. Enter all pertinent case investigation data correctly and completely in NEDSS within five (5) business days of completion of investigation of each case interview; and

13. Monitor the foodborne illness or any other surveillance kits to assure that materials have not expired, and transfer kit materials as needed/requested to other jurisdictions to optimize utilization.

See Programmatic Reporting Requirements section for required reports, time periods and due dates.

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2016-Solicitation-00019

DCPS FY16 IDCU/SUR NEW CONTRACT

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

STATE

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Progress Report	Monthly	09/01/2015	09/30/2015	10/15/2015
Progress Report	Monthly	10/01/2015	10/31/2015	11/15/2015
Progress Report	Monthly	11/01/2015	11/30/2015	12/15/2015
Progress Report	Monthly	12/01/2015	12/31/2015	01/15/2016
Progress Report	Monthly	01/01/2016	01/31/2016	02/15/2016
Progress Report	Monthly	02/01/2016	02/29/2016	03/15/2016
Progress Report	Monthly	03/01/2016	03/31/2016	04/15/2016
Progress Report	Monthly	04/01/2016	04/30/2016	05/15/2016
Progress Report	Monthly	05/01/2016	05/31/2016	06/15/2016
Progress Report	Monthly	06/01/2016	06/30/2016	07/15/2016
Progress Report	Monthly	07/01/2016	07/31/2016	08/15/2016
Progress Report	Monthly	08/01/2016	08/31/2016	09/15/2016
Financial Status Report	Quarterly	09/01/2015	11/30/2015	12/31/2015
Financial Status Report	Quarterly	12/01/2015	02/29/2016	03/31/2016
Financial Status Report	Quarterly	03/01/2016	05/31/2016	06/30/2016
Financial Status Report	Quarterly	06/01/2016	08/31/2016	10/15/2016

Submission Instructions:

Performance Measure Reports should be sent by electronic mail to EAIDBcontracts@dshs.state.tx.us.

Financial Status Reports can be faxed to the Claims Processing Unit at (512) 776-7442 or to the email address at invoices@dshs.state.tx.us.

16. Special Provisions

General Provisions, ARTICLE XIV, GENERAL TERMS, Section 14.12 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2016-003779-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budget
d. Declarations	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 78756-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: IDCU/SUR

Contract Number: 2016-003779-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$51,396.00	$0.00	$0.00	$51,396.00
Fringe Benefits	$16,704.00	$0.00	$0.00	$16,704.00
Travel	$4,992.00	$0.00	$0.00	$4,992.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$358.00	$0.00	$0.00	$358.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total Direct Costs	$73,450.00	$0.00	$0.00	$73,450.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$73,450.00	$0.00	$0.00	$73,450.00

TEXAS Department of State Health Services

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(•) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (•) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(•) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1	
Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600
FFATA Contact Person #2	
Name*	Ray Eufracio CPA
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			

0

Top of the Page

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DATE: September 1, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-060-6-XXX Infectious Disease Control

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

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
PERSONNEL		
5-1293-441-00-340-060-6-113	Infectious Disease - Reg. F/T Employees	$ 51,396.00
FRINGES		
5-1293-441-00-340-060-6-211	Infectious Disease - Health Insurance	$ 5,910.00
5-1293-441-00-340-060-6-212	Infectious Disease - Life Insurance	$ 38.00
5-1293-441-00-340-060-6-220	Infectious Disease - FICA	$ 3,932.00
5-1293-441-00-340-060-6-230	Infectious Disease - Retirement	$ 5,797.00
5-1293-441-00-340-060-6-250	Infectious Disease - Unemployment Comp	$ 514.00
5-1293-441-00-340-060-6-260	Infectious Disease - Workers Comp	$ 513.00
TRAVEL		
5-1293-441-00-340-060-6-581	Infectious Disease - Travel In-County	$ 4,154.00
5-1293-441-00-340-060-6-583	Infectious Disease - Travel Out-of-County	$ 838.00
SUPPLIES		
5-1293-441-00-340-060-6-610	Infectious Disease - General Supplies	$ 358.00
	TOTAL APPROPRIATION	$ 73,450.00
5-1293-334-10-340-060-6-000	Infectious Disease - Grant Revenue	$ 73,450.00
	TOTAL APPROPRIATION	$ 73,450.00

REASON: To appropriate the Infectious Disease Control FY 16 program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C(DATE ATTEST CO. CLERK

INFECTIOUS DISEASE CONTROL FY 16
Grant Application
Salary Budget
09/01/2015 - 08/31/2016
For Budget Purposes Only

INFECTIOUS DISEASE CONTROL FY 16 (program 060)

					Hourly Rate				2015	2016			Fringes				Insurance			
Slot #	Employee #	Position Title	2014 Payroll Salary	2015 Budgetd Salary With 3% COLA	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2015	# of Hours in 2016	Salary Amount from 09/01/15 - 12/31/16	Salary Amount from 01/01/16 - 08/31/16	Fiscal Year Salary Amount 09/01/15 - 08/31/16	Monlty Salary	FICA (7.65%	Retirement (11.28%)	Unemployment (.01%)	Workers Comp (.01%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G001		Epidemiologist II	50,000.00	51,500.00	24.0385	24.7596	704	1,392	16,923.08	34,465.38	51,388.46	4,282.37	3,931.22	5,796.62	513.88	513.88	5,909.40	37.56	16,702.57	68,091.03
			50,000.00	**51,500.00**					**16,923.08**	**34,465.38**	**51,388.46**	**4,282.37**	**3,931.22**	**5,796.62**	**513.88**	**513.88**	**5,909.40**	**37.56**	**16,702.57**	**68,091.03**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 03/30/2015.
2 A 3% cost of living increase is budgeted from 01/01/16 to 08/31/16. (pending CC approval)
3 2015 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,096 for FY 16.
5 Health Insurance premium is $492.45 / month for 201 5,909.40
6 Life Insurance premium is $37.56 per year / per employee.

5 County Sala

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6 2015 Fringe
---------->

Prepared by Mike Escaname
HCHHSD
03/25/2015

AI-50938 **Community Service Agency** **15. A.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Hermelinda(Linda) Ramirez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Acknowledging submission of the general assistance grant from the Texas Veterans Commission in the amount of $300,000.00 with authorization for the County Judge to sign all appropriate documents.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2015 02:41 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Hermelinda(Linda) Ramirez Started On: 08/14/2015 02:02 PM

Final Approval Date: 08/14/2015

AI-50752 **Urban County** **16. A.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting consideration and action to award and enter into an engineering contract with L&G Engineering in the amount of $35,400.00 for Phase 1 Environmental Site Assessment (ESA)/Subsurface Utility Engineering for the Pct.3 Penitas Drain project utilizing the Texas General Land Office (GLO) funds Contract No. 12-406-000-6453/DRS210068.

BACKGROUND

L&G Engineering has submitted a best and final offer for the Phase I Environmental Site Assessment of the Pct.3 Penitas Drain. L&G Engineering was the highest ranked firm by Commissioner's Court on July 21, 2015. See attached letter of best and final offer, engineering cost proposal and fee breakdown, scope of services, certificate of liability insurance and copy of contract.

Phase 1 Environmental Site Assessment/Subsurface Utility Engineering: L&G Engineering
Contract Amount: $35,400.00
Account Number: 6540-62-0309-5200-6200

Funds Available: $35,400.00

Fiscal Impact

Attachments

Contract Agreement between UCP & L&G Phase 1
Best & Final Offer Peñitas Drain

e-mail Atlas & Hall

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:35 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Olga Lerma		Started On: 08/03/2015 04:18 PM
Final Approval Date: 08/14/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES

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 required for the preparation of the ***"Environmental Assessment, Phase I - Site Assessment (ESA) / Subsurface Utility Engineering for the Peñitas Drain"*** project for ***Hidalgo County Urban County Program*** 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 is for a period of **one (1) year,** commencing, August 18 ***2015,*** expiring, August 18 ***2016*** (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
Hidalgo County Urban County
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

ENGINEER
L & G Consulting Engineers, Inc. d/b/a
L&G Engineering
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.

ARTICLE 31. Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

ARTICLE 32. Immunities. Nothing in this agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

ARTICLE 33. ENTIRE AGREEMENT. This Agreement contains the entire contract between

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

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2015.**

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

By: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY URBAN COUNTY PROGRAM

By: _____
Diana R. Serna, UCP Director

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____, 2015

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.
July 24, 2015

By: Steve Crain

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 E – Sample Work Authorization Form
EXHIBIT F – Sample Supplemental Agreement Form
EXHIBIT G – Certificate of Insurance (*Hidalgo County)*

L&G Engineering
Transportation Consultants

July 21, 2015

JUL 21 2015

Mr. P.R. Avila II
Asst Deputy Director
Hidalgo County – Urban County Program
427 E. Duranta Ave.
Alamo, TX 78516

RE: Best and Final Offer
Peñitas Drain Project-Scope of Services
Phase I Environmental Site Assessment (ESA) / Subsurface Utility Engineering

Dear Mr. Avila:

As per your letter dated July 9, 2015 and meeting held on July 14, 2015 to discuss the scope of services for the above reference, attached you will find the following:

Exhibit A – Services to be Provided by Hidalgo County Urban County Program
Exhibit B – Services to be Provided by L&G Engineering
Exhibit C – Work Schedule
Exhibit D – Estimated Man Hour Breakdown
W9
Certificate of Debarment
CIQ Form
Certificate of Insurance

The attached cost proposal has been thoroughly reviewed and we are unable to reduce the rates any further. This submittal is our "Best and Final Offer" for the Peñitas Drain Phase I ESA/SUE project. Thank you in advance for the opportunity to work with you on this project and should you have any questions, do not hesitate to call me at (956) 565-9813.

Sincerely,
L&G Engineering

Velma N. Garcia
Environmental Project Manager

Attachments

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

EXHIBIT "A"
SERVICES PROVIDED BY THE HIDALGO COUNTY URBAN PROGRAM

1. The Hidalgo County Urban Program (Urban Program) will issue a Notice to Proceed (NOP) to initiate all required services.

2. Urban Program will provide L&G Engineering (L&G) with timely review and decisions necessary to permit L&G to maintain an agreed upon project schedule.

3. Urban Program will obtain Right-of-Entry (ROE) and access to the site and access to structures on the site as necessary and as often as necessary.

4. Urban Program will provide legal descriptions of the sites, including boundary lines and site plans, as well as identification of the physical boundaries of the site to be examined (prior to conducting the site visit).

5. Urban Program will provide a list of possible people to contact for interviews (i.e. past or present property owners/occupants/employees or neighboring landowners).

6. Copies of all reports and correspondence related to activities that were conducted at the site at any time by the current owner or by any person or entity that would relate to the Services provided by L&G, including any previous Environmental Site Assessments (ESA).

7. Urban Program will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SERVICES TO BE PROVIDED BY L&G ENGINEERING

L&G Engineering (L&G) is pleased to submit the following Scope of Services to provide a Phase I Environmental Site Assessment (ESA), Subsurface Utility Engineering (SUE), Surveying and depending on the findings, a Phase II ESA which would consist of soil, ground water and asbestos sampling as it relates to nine (9) tracts of land being tracts 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, and 4C encompassing approximately 15.587 acres being apportion of Lots 237, 234, 227, 224, 217, 214, 207, and 206 of the Homeville Association Subdivision A located in Peñitas, Hidalgo County, Texas. See the attached Location Map labeled as Exhibit A. The Phase II ESA is not included in this scope of work and would be supplemented under a separate scope of services. The scope of work is outlined below.

SCOPE OF WORK

1.0 Phase I Environmental Site Assessment (ESA)

L&G's approach for performing the Phase I ESA consists of three tasks: first, a review of the public record and an examination of the history of the property; second, an on-site investigation of the property; and third, preparation of a final report summarizing the findings and recommendations of the assessment. The main focus of this site assessment will be to determine if there are any chemical constituents or hazardous materials on the property. L&G will use the American Society for Testing and Materials (ASTM) Publication E1527-13 as technical guidance for the ESA. L&G will conduct a search of the National Wetlands Inventory database and a field reconnaissance survey for the presence or absence of Section 404 jurisdictional "waters of the US." L&G will review the existing files held by the Texas Archeological Research Laboratory (TARL) and the Texas Historical Commission (THC) to determine if any previously recorded sites or archeological sites occur within or near the property. In addition, L&G will conduct a review of the Natural Diversity Database (NDD) checklist for federal and state listed threatened, endangered, and candidate species that potentially occur in the vicinity of the property.

1.1 Compilation and Review of Public Records

This task serves to identify evidence in the public record of activities that may have resulted or could result in contamination or deposition of hazardous materials on the site. Activities to be conducted by L&G include:

- Compilation and review of pertinent public records (e.g., Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, Texas Railroad Commission) regarding past, present and pending enforcement actions and/or investigations at the site and on the adjoining sites.
- Collect and study topographic maps, soil maps, descriptions of soil composition, and hydrology
- Review reasonably obtainable standard historical information to attempt to identify those uses or occupancies that are likely to have led to recognized environmental conditions. Typical historical information that will be reviewed, if obtainable are as follows: aerial photographs, Fire Insurance Maps, city directories, county tax records, topographic maps, etc.
- A government records review check will be conducted for federal, state, or municipal list of contaminated sites.

- Interviews will be conducted with anyone who may have knowledge of the property's prior uses, which would include current and previous owners and neighbors, previous employees, local government officials, etc.

1.2 Site Reconnaissance

A site reconnaissance will be performed to inspect for evidence of past and/or current presence of hazardous materials on the site and adjoining sites. In addition, L&G will evaluate any factors in the review of the public record that might be indicative of activities that resulted in hazardous materials being used or deposited on the site or that could result in contamination of the site. The site reconnaissance will include:

- Performance of a detailed physical and visual reconnaissance of every section of the site and adjacent property to observe any signs which may indicate the presence of contaminants on the property and contaminant pathways to the property.
- Photographic documentation of all indicative features and a hand drawn map of the site for inclusion in the final report.

2.0 Subsurface Utility Engineering (SUE) – Quality Level A

2.1 General

Following references shall be applicable in conjunction with SUE services:

- Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02 BY American Society of Civil Engineers, Latest Edition.

2.1.1 Levels of SUE

Subsurface Utility Engineering (SUE) is the investigation of underground utilities to help aid in design on a site. There are four quality levels of SUE:

- Quality Level D (Records Research / Data Collection)
- Quality Level C (Above ground survey)
- Quality Level B (Utility Designation)
- Quality Level A (Test Hole / Pot Holing)

Quality Level D
Is simply the process of gathering record data (which is not necessarily so simple). This data could be digital records, paper records, internet search, site inspection or just talking to people who are familiar with the site. The available data could be limited and not produce a complete picture of what is onsite. And if the source of some data is unknown or questionable, the completeness and accuracy of the investigation could be compromised. In any event, once the data is collected, it is compiled into a drawing that states the quality level.

Quality Level C
Involves the process of surveying the visible utility features, or if they have already been surveyed, checking the surveyed locations for their accuracy. This data is compiled with the Quality Level D data and both levels are labeled accordingly.

Quality Level C data could, and often will, conflict with the Quality Level D data and raise questions as to the locations of some underground utility lines.

Quality Level B
Involves designating the underground utilities, for example, by markings provided through an 811 call or by contacting an individual utility company. This data is added to the data collected from Quality Levels D and C. The designated utilities are then surveyed and added to the drawing which can then be identified as representing the results of a Quality Level B investigation.

Quality Level A
Involves physically locating the actual utility – often by 'potholing.' Once the utility is potholed it is located horizontally and vertically by survey measurements. This location is typically to the top of pipe, which should be noted on the drawing.

The Levels of SUE work build on each other. They can be done in phases or all at the same time. When the drawing of the utility locations is completed it will designate to what quality level each utility line is shown. This will give the designers an idea of the quality of the information they are working which, in turn, will tell then what confidence they can place in the related utility locations.

2.2 Standard Terminology

- Quality Level D:
  Information derived from existing records or oral recollections.
- Quality Level C:
  Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D.
- Quality Level B:
  Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.
- Quality Level A:
  Precise horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of subsurface utilities, usually at a specific point.

2.3 Utility Coordination

The SUE provider at a minimum shall conduct the following utility coordination to locate existing utilities prior to initiating any field works:

- DIG-TESS Center (800-344-8377 or 214-670-5111)
- AGUA SUD Water Distribution/Wastewater Collection Division
- Coordinate with all Utilities for marking existing utilities as needed
- Coordinate with outside property owners as needed (Right of Entry)
- Comply with applicable City, State, and Local standards for utility coordination

2.3.1 Task

- Perform or verify tasks designated for Quality Levels "B", "C" and "D"
- Select an appropriate method of gathering data that will achieve the accuracies and precision required by the project.
- Excavate test holes in such a manner that protects the integrity of the utilities to be measured:
  - Neatly cut and remove existing pavement material, such that the cut does not exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
  - Coordinate cut with proper entities if in public ROW.
  - Expose the utility using a minimally intrusive excavation (i.e. vacuum excavation). To eliminate the possibility of damaging the utility or its protective coating. Comply with applicable damage prevention laws, permits and specifications, and coordinate with utilities and inspectors, as required.
- Determine the following items:
  - Horizontal and vertical location of the top and/or bottom of the utility referenced to the project survey datum.
  - The elevation of the existing grade over the utility at a test hole referenced to the project survey datum.
  - The outside diameter of the utility and configuration of non-encased, multiconduit systems
  - The utility structure material composition, when reasonably ascertainable
  - The benchmarks and/or project survey datum used to determine elevations
  - The paving thickness and type, where applicable
  - The general soil type and site conditions from visual or physical observation
  - Groundwater elevation, if applicable
  - Observed condition of outside utilities
  - Other pertinent information as is reasonably ascertainable from each test hole site.
- Resolve any differences between depicted Quality Level A data and other quality levels. This may take the form of additional surface geophysical searches or depiction of adjacent or nearby data points at a lower quality level.

2.4 Deliverables

All final deliverables shall be sealed and signed by a Texas Professional Engineer. Electronic and hard copy SUE deliverables shall include, but not be limited to the followings:

2.4.1 Test Hole Data Sheet

Submit Test Hole data sheet(s) for each test hole containing the following information:

- Date of Work
- Digital sketch of Test Hole with northing and easting in State Plane Coordinates (in grid)
- Digital Sketch Cross Section of pipe as it relates to the existing ground
- Photograph of Test Hole

2.4.2 SUE Location Map

A preliminary drawing showing all Test Holes at 1:1 scale in MicroStation format shall be submitted. All utility information must clearly designated in plan-view for quality levels A, B, C, and D.

- A Line Code, shall be used to differentiate between the quality levels
- Color is used to indicate a utility pipe
- Layers or Levels are used to isolate utilities by owner and or quality level
- Quality level "A" must be depicted in a profile or separate data sheet

3.0 Surveying

See attachment (Exhibit B-1) Services to be Provided by the Surveyor.

4.0 Report Preparation

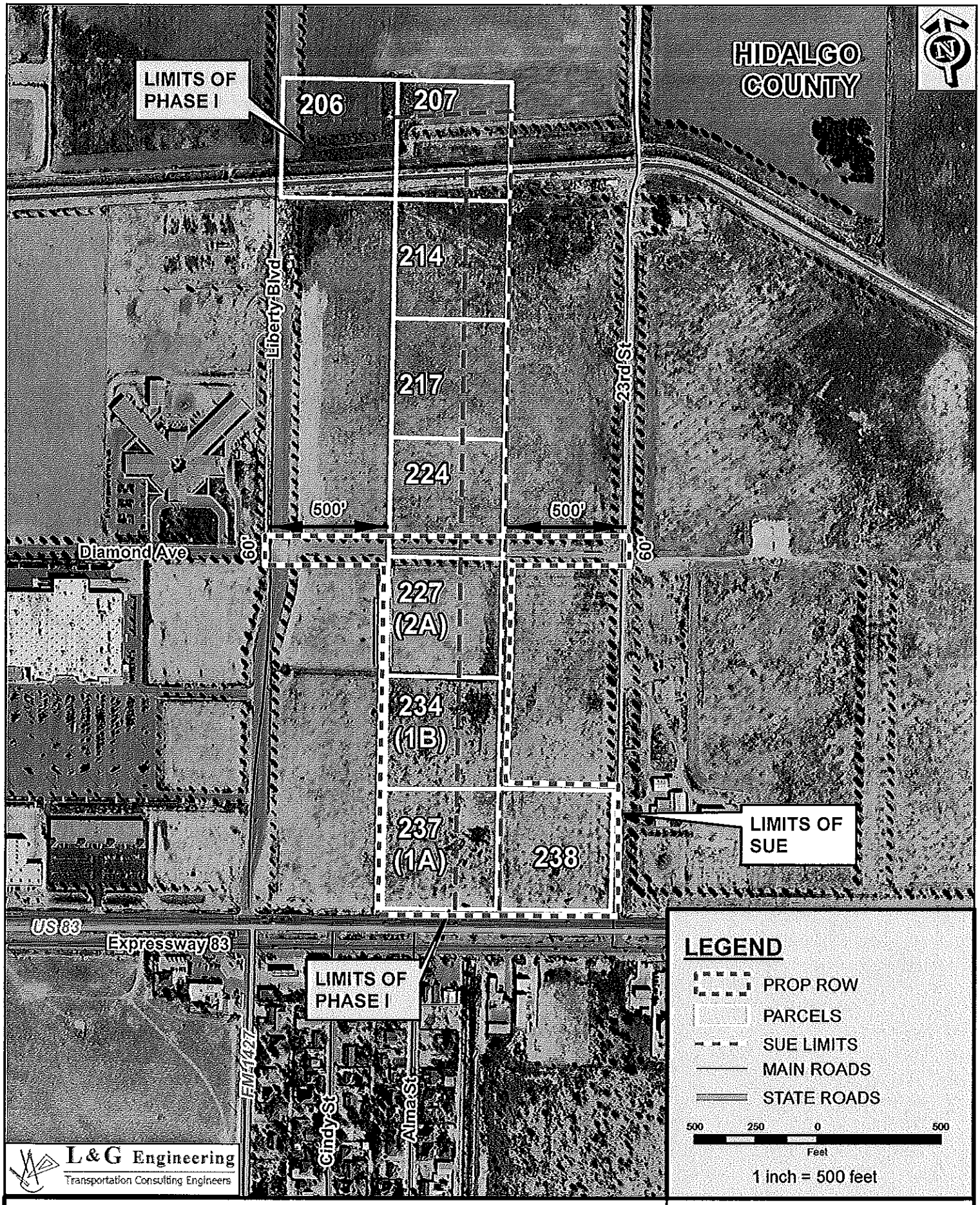
Upon completion of the above tasks, L&G will provide one (1) original set of a written report documenting the Phase I and SUE findings which will include maps, sources consulted and findings of the historical, transcripts of the interviews, recommendations and findings of the site reconnaissance, etc.; however, will not include the government records search. Two (2) other original sets of the written report will be provided which will include the entire findings including the document records. Unless directed otherwise, only the client will receive the report, and no copies will be distributed without prior approval.

If required, services that would be performed at additional cost that are not included in this Scope are as follows:

- Any sampling, analysis, or any environmental hazard or contaminant (including but not limited to asbestos-containing materials, lead-based paint, or radon).
- Any wetlands delineation.
- Remedial or correction actions.
- Preparation of detailed cost estimates for any Phase II ESA activities.

5.0 Contract Management

L&G has conducted a preliminary background search on the project in order to develop a cost proposal for this project. L&G will coordinate with Urban County on a bi-weekly basis to provide updates on the progress of the project. L&G will develop a plan to ensure that the project tasks are performed within the budget and scope of the project. The work plan will include developing a project schedule and coordinating field work associated with subcontractors to ensure that all work is performed on a timely basis and that Quality Assurance and Quality Control (QA/QC) is performed on each task.



L&G Engineering
Transportation Consulting Engineers

PENITAS DRAIN - LOCATION MAP
ENVIRONMENTAL SITE ASSESSMENT

EXHIBIT A

Document Path: G:\GIS \PROJECTS\HIDALGO\PENITAS DRAIN PHASE II\2015\PENITAS DRAIN PHASE II LOCATION MAP revised 7-16-15.mxd

EXHIBIT "B-1"
SERVICES TO BE PROVIDED BY THE SURVEYOR

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services Provided By: SURVEYOR	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
YES	NO	b. Secondary Project Control – As needed for easement cross sections and SUE work. Surveyor shall recover and/or reset H&V Control Points as provided by the Project Engineer Javier Hinojosa Engineering. • No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the existing gas easements as per the exhibit provided by the Project Engineer Javier Hinojosa Engineering. • 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 based on existing Right of Way Map and existing project alignment by Project Engineer Javier Hinojosa Engineering.
NO	NO	(2) Photogrammetric ground control
NO	NO	(a) Establish horizontal control
NO	NO	(b) Establish vertical control points
NO	NO	(c) Place and maintain control point targets
YES	NO	c. Other Field Surveying (1) **The limit of the Topography surveys shall be as per limits of the project as identified by the Hidalgo County Urban County Program on the schematic** (*EXHIBIT A*). Set benchmarks a 1000-ft apart at each end of project limits. This limits include 500 feet East and West of the existing baseline at Diamond Avenue and existing 60 foot gas easement. Provide x, y, z for each Benchmark. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V.** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion to the existing 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 and gas lines. (4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

EXHIBIT "B-1"
SERVICES TO BE PROVIDED BY THE SURVEYOR

Services Provided By: SURVEYOR	COUNTY	
YES	NO	c. Other Field Surveying *(continued)*
		(5) Profile and cross section intersecting streets and gas easements for ties into project (500-ft. East and West beyond the existing proposed ROW per Project Engineer Javier Hinojosa Engineering).
YES	NO	(6) 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. Ground Penetrating Radar techniques to be used to locate abandoned HillCorp gas line. Vertically – The surveyor shall identify the existing HillCorp gas lines within the proposed limits. SUE sub-surface utility engineering will come with identification for Level A SUE work. This SUE will be done with a maximum of 8 hydro excavated pot holes to complete the SUE report (*SUE EXHIBIT 1-B*).
NO	NO	(7) 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 Field Books to the engineer. (b) OUTFALLS – The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
NO	NO	(8) 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 width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
YES	NO	(9) ROW staking to be establish on proposed Drainage Right of Way as indicated in project limits.
YES	NO	(10) Soil core hole staking.
NO	NO	(11) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
NO	NO	(12) Profiles of existing drainage facilities.
NO	NO	(13) Measurement of hydraulic opening under existing bridges.
NO	NO	(14) Obtain elevations of manholes and valves of utilities

EXHIBIT "B-1"
SERVICES TO BE PROVIDED BY THE SURVEYOR

Services Provided By: SURVEYOR	COUNTY	
		c. Other Field Surveying *(continued)*
YES	NO	(15) Provide temporary signs, traffic control, flags, safety equipment, etc.
NO	NO	(16) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction.
NO	NO	(17) 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	(18) Inventory signs, mailboxes, and driveways
NO	NO	(19) Survey controlled data sheets per TxDOT guidelines.
NO	NO	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)

Schedule "C"
Work Schedule
Hidalgo County Urban County Program

TASK AND DESCRIPTION	FIRM	2015						
		June	July	August	September	October	November	December
Phase I: Phase I ESA								
Compliation and review of public records	L&G							
Site reconnissance	L&G							
Phase I: S.U.E.								
Utility Coordination	ROWSS							
Locations	ROWSS							
Phase II: Final Reports & Deliverables								
Report Preparation and Deliverables	L&G							
Final Report and Deliverables	ROWSS							

EXHIBIT "D"

ESTIMATED MAN-HOUR BREAKDOWN

Penitas Drain Phase I Environmental Site Assessment

		MANHOURS									
		Senior Project Manager	Senior Engineer	Senior Environmental Planner /Specialist	Environmental Planner/ Specialist II	Environmental Planner/ Specialist I	CADD Operator / GIS Analyst	Admin/ Clerical	TOTAL HOURS	Sub-Contract Amounts	TOTAL LINE ITEM COST
	CONTRACT RATE	211.40	175.16	147.98	90.6	78.52	66.44	60.40			
WORK AUTHORIZATION NO. 1											
PHASE I - Environmental Site Assessment for Penitas Drain											
1	Compilation and review of public records				16	16	2		34		$ 2,838.80
2	Site reconnissance				4	4			8		$ 676.48
3	Subsurface Utility Engineering								0	$ 23,635.00	$ -
4	Report Preparation				16	16	2		34		$ 2,838.80
5	Contract Management			24	8	8	2		42		$ 5,037.36
6									0		$ -
7									0		$ -
SUB-TOTAL		0	0	24	44	44	6	0	118	$ 23,635.00	$ 11,391.44

Sub-Total Manhours Fee with Subconsultant Fee:	**$ 35,026.44**

DIRECT EXPENSES:

ENVIRONMENTAL SITE ASSESSMENT			Qty.		
GeoSearch	1		1	$	200.00
Mileage	0.56	per mile	150	$	84.00
Document Copies	30	per document	3	$	90.00

Subtotal Direct Expenses Costs:	**$ 374.00**

*** TOTAL PROJECT FEE:**	**$ 35,400.00**

*Rounded Fee

Exhibit "D"
ESTIMATED MAN-HOUR BREAKDOWN
PENITAS DRAIN - SUBSURFACE UTILITY ENGINEERING

Project: Penitas Drain Phase I SUE/Ground Penetrating Radar					R.O.W. Surveying Services, LLC					
County: Hidalgo County, Texas										
From: US 83 to Daimond Avenue										
Description of Work: S.U.E. Locate/Potholing/Ground Penetrating Radar										
TASK AND DESCRIPTION	Survey		Survey	4-man	3-man	2-man	3-man	Admin/	Total	Cost
FC 150 S.U.E.	**PM**	**RPLS**	**Technician**	**Survey Crew**	**Survey Crew**	**Survey Crew**	**Hydro Excav.**	**Clerical**	**Hours**	
HOURLY RATE	$124.00	$125.00	$82.00	$175.00	$155.00	$130.00	$350.00	$50.00		
PHASE 1 - FC 150 Field Surveying (Control Hz & Vt)										
A. Primary Project Control										
1. Establish Horizontal Control Points	0	0	0	0	0	0	0	0	0	$ -
2. Establish Vertical Control Points	0	0	0	0	0	0	0	0	0	$ -
B. Secondary Project Control										
1. Recover and Verify Exisiting Control (Set additonal as needed)	0	3	0	0	8	0	0	0	11	$ 1,615.00
2. Photogrammetric Ground Control	0	0	0	0	0	0	0	0	0	$ -
a. Establish Horizontal Control	0	0	0	0	0	0	0	0	0	$ -
b. Establish Vertical Control	0	0	0	0	0	0	0	0	0	$ -
c. Place & Maintain Control Point Targets	0	0	0	0	0	0	0	0	0	$ -
C. Other Field Surveying										
1. Set Benchmarks--1,000 ft. (2 Benchmarks)	0	1	1	0	4	0	0	0	6	$ 827.00
2. Topographic & Cross Section Survey	0	2	4	0	20	0	0	0	26	$ 3,678.00
3. Locate Visible Utilities	0	0	1	0	4	0	0	0	5	$ 702.00
4. Locate Cross Culverts, Driveway Culverts, Inverts, & Irrigation Lines	0	0	2	0	2	0	0	0	4	$ 474.00
5. Profile & Cross Sectio Intersecting Streets & Gas Easements	0	0	2	5	2	0	0	0	9	$ 1,349.00
6. Tie Existing Underground & Overhead Utilities with **Ground Penetrating Radar/SUE**										
a. Horizontally--Mark Ground Utilties (**Ground Penetrating Radar** Lump Sum)	0	0	0	0	0	0	0	0	0	$ 2,500.00
b. Vertically--Complete **SUE Report**	4	8	8	2	0	0	20	0	42	$ 9,502.00
7. Additional Field Survey	0	0	0	0	0	0	0	0	0	$ -
a. Irrigation Lines	0	0	1	0	1	0	0	0	2	$ 237.00
b. Outfalls	0	0	0	0	0	0	0	0	0	$ -
8. Driveways and Turnouts	0	0	0	0	0	0	0	0	0	$ -
9. ROW Staking on Drainage Right of Way	0	0	0	5	0	0	0	0	5	$ 875.00
10. Soil Core Hole Staking	0	0	0	0	0	0	0	0	0	$ -
11. Determine Changes in Topography	0	0	0	2	0	0	0	0	2	$ 350.00
12. Profiles of Existing Drainage Facilities	0	0	0	0	0	0	0	0	0	$ -
13. Measurement of Hydraulic Opening Under Existing Bridges	0	0	0	0	0	0	0	0	0	$ -
14. Obtain Elevations of Manholes & V alves of Utilties	0	0	0	1	0	0	0	0	1	$ 175.00
15. Provide Temp. Signs, Traffic Control, Flags, Safety Equipment, etc.	0	0	0	1	0	0	0	0	1	$ 175.00
16. Tie Existing Bridge Railroad Rail Elevations or Culverts	0	0	0	0	0	0	0	0	0	$ -
17. Bridge Widening Top of Deck a/o Top of Cap Elevations	0	0	0	0	0	0	0	0	0	$ -
18. Inventory Signs, Mailboxes, & Driveways	0	0	0	2	0	0	0	0	2	$ 350.00
19. Survey Controlled Data Sheets per TxDOT guidelines	0	0	4	0	0	0	0	0	4	$ 328.00
Subtotal Hours	4	14	23	18	41	0	20	0	0	
Subtotal Cost - Phase 1	$496.00	$1,750.00	$1,886.00	$3,150.00	$6,355.00	$0.00	$7,000.00	$0.00		$ 20,637.00
PHASE 2 - FINAL REPORT & DELIVERABLES										
A. CADD file (2D & 3D) for limits of project	0	0	4	0	0	0	0	0	4	$ 328.00
B. Final Report and Deliverables	0	2	2	0	0	0	0	0	4	$ 414.00
Subtotal Hours	0	2	6	0	0	0	0	0	8	
Subtotal Cost - Phase 2	$0.00	$250.00	$492.00	$0.00	$0.00	$0.00	$0.00	$0.00		$ 742.00
PROJECT MANAGEMENT & OVERSIGHT										
A. Meeting & Coordination w/ Engineers	4	4	1	0	0	0	0	1	10	$ 1,128.00
B. QC/QA Survey	4	4	1	0	0	0	0	1	10	$ 1,128.00
Subtotal Hours	8	8	2	0	0	0	0	2	20	
Subtotal Cost - PM & Oversight	$992.00	$1,000.00	$164.00	$0.00	$0.00	$0.00	$0.00	$100.00		$ 2,256.00
Grand Total FC 150										**$23,635.00**

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
L&G Consulting Engineers, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2100 W. Expressway 83

Requester's name and address (optional)
Urban County Program
427 E. Duranta AVe.
Alamo, TX 78516

6 City, state, and ZIP code
Mercedes, TX 78570

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
7	4	-	3	0	0	7	9	2	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Francisco G Mata Date ▶ 7/15/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further 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: Jacinto Garza, P.E.
Title: CEO/President
Telephone Number: 956-565-9813
Date: July 15, 2015

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
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2014-2553253
As
Recorded On: October 06, 2014 **Recording**

Parties:

To

Billable Pages: 1
Number of Pages: 2

Comment: CIQ

**** Examined and Charged as Follows: ****

Recording	26.00
Total Recording:	**26.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document Number: 2014-2553253
Receipt Number: 1472744
Recorded Date/Time: October 06, 2014 08:57A

User / Station: E Castillo - Cash Station 17

Record and Return To:
JACINTO GARZA
ORIGINAL RETURNED TO CUSTOMER
MERCEDES TX 78570

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

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 2553253

1 Name of person who has a business relationship with local governmental entity.

Jacinto Garza, P.E. L&G Consulting Engineers. Inc. / dba L&G Engineering

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

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

JACINTO GARZA

October 3, 2014

Date

Adopted 08/29/2007

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form EXHIBIT E

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.

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 _____, 20__.

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 _____ 20__ 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 _____, 20__.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

EXHIBIT G

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Risk Specialty Group LLC 4601 Woodway Drive Suite 300 East Houston TX 77063	CONTACT NAME: PHONE (A/C, No, Ext): (713) 892-1000 FAX (A/C, No): (713) 513-0411 E-MAIL ADDRESS: llandore@riskspecialtygroup.com
INSURED L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Valley Forge Insurance Company — 20508 INSURER B: Continental Casualty Insurance Co. — 20443 INSURER C: Gemini Insurance Co. — 10033 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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC			6006026030	07/10/2016	07/10/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $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) $	$ $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			5006026016	07/10/2016	07/10/2018	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below VIN	N/A		0010125031	07/23/2016	07/23/2017	X STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Professional Liability "claims made"			HPM-HP-00198-01	07/10/2016	07/10/2016	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

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

Hidalgo County is automatically included as additional insured on the General Liability & Automobile policies and provided with blanket waiver of subrogation in their favor on General Liability, Automobile & Workers Compensation as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County 2902 S Business Hwy 281 Edinburg, TX 78539	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 <SIG>

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EXHIBIT G

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 7/10/2015

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
RUBY CASAS INSURANCE AGENCY
702 N Closner Blvd
Edinburg, TX 78541

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246
E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com

INSURED
L&G CONSULTING ENGINEERS, INC
DBA L&G ENGINEERING
2100 W EXPRESSWAY 83
MERCEDES, TX 78570

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRUCK INSURANCE EXCHANGE	21709
INSURER B: FARMERS INSURANCE EXCHANGE	21652
INSURER C: MID CENTURY INSURANCE COMPANY	21687
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 CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC OTHER:						$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS ☒ HIRED AUTOS NON-OWNED AUTOS	X	Y	606850941	07/19/2016	07/19/2016	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						$ EACH OCCURRENCE $ AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				$ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT $ 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)

HIDALGO COUNTY IS AUTOMATICALLY INCLUDED AS ADDITIONAL INSURED ON THE AUTOMOBILE POLICY AND PROVIDED WITH BLANKET WAIVER OF SUBROGATION IN THEIR FAVOR ON THE AUTOMOBILE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Zimbra **diana.serna@co.hidalgo.tx.us**

Fwd: Standard Engineering Contract

From : P.R. Avila II <patricio.avila@co.hidalgo.tx.us> Mon, Aug 03, 2015 04:57 PM

2 attachments

Subject : Fwd: Standard Engineering Contract

To : Diana Serna <diana.serna@co.hidalgo.tx.us>, Olga Lerma <olga.lerma@co.hidalgo.tx.us>

From: "Steve Crain" <scrain@atlashall.com>
To: "P.R. Avila II" <patricio.avila@co.hidalgo.tx.us>
Sent: Friday, July 24, 2015 3:50:56 PM
Subject: RE: Standard Engineering Contract

Thank you for your work.

From: P.R. Avila II [mailto:patricio.avila@co.hidalgo.tx.us]
Sent: Friday, July 24, 2015 3:41 PM
To: Steve Crain
Subject: Re: Standard Engineering Contract

Thank you,

P.R. Avila II
Asst Deputy Director
Hidalgo County - Urban County Program
427 E. Duranta Ave.
Alamo, TX 78516
Telephone: (956) 787-8127

Fax: (956) 318-2988

From: "Steve Crain" <scrain@atlashall.com>
To: "P.R. Avila II" <patricio.avila@co.hidalgo.tx.us>
Sent: Friday, July 24, 2015 3:37:50 PM
Subject: RE: Standard Engineering Contract

The agreement is fine.

From: P.R. Avila II [mailto:patricio.avila@co.hidalgo.tx.us]
Sent: Friday, July 24, 2015 2:13 PM
To: Steve Crain
Subject: Standard Engineering Contract

Mr. Crain,

Attached, is the Standard Engineering Contract which was drafted by the Hidalgo County Purchasing Department as per your instructions. We have reviewed the contract and L & G Engineering also has no concerns or changes. Ca you please review and approve as to form so we can continue to place for approval on our next County Commissioner's Court meeting.

Thank you,

P.R. Avila II
Asst Deputy Director
Hidalgo County - Urban County Program
427 E. Duranta Ave.
Alamo, TX 78516
Telephone: (956) 787-8127
Fax: (956) 318-2988

AI-50779 **Urban County** **16. B.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. 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 be obtained from only one source."

2. Approval of a "Sole Source Declaration" with authority to enter into a "Contribution-In-Aid-of-Construction Agreement" with AEP Texas Central Company in the amount of $36,597.66 for (Zone 2) the installation of primary poles and street lights within the City of Sullivan City .

BACKGROUND

AEP is a sole provider of light service in the Sullivan City, city limits. The city is requesting street lights and street light poles to be installed utilizing the FY 2013 Sullivan City Street Improvements project line item. (Attached for review is the AEP Contribution-In-Aid-of Construction Agreement and Sole Source Declaration)

Agreement Amount: $ 36,597.66

Available Funds: $138,915.91 2013-STREET IMPROVEMENTS

Fiscal Impact

Attachments

Sullivan City street lights installation

sole source

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:37 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Olga Lerma		Started On: 08/05/2015 03:55 PM
Final Approval Date: 08/14/2015		

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

CITY OF SULLIVAN
Service: GUADALUPE FLORES RD
SULLIVAN, TX

Contract #: DWMS00000313276 Work Request #: 58573729 Zone#2

Date: 7/28/2015

You, CITY OF SULLIVAN (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:WR# 58573729 JV - THE INSTALL OF OH ELECTRICAL FACILITIES FOR 23 NEW STREET-LIGHTS IN SULLIVAN CITY ON EL PINTO RD, AS PER REQUESTED BY THE CUSTOMER, THE CITY OF SULLIVAN, 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 36,597.66. 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 WR# 58573729 JV - THE INSTALL
OF OH ELECTRICAL FACILITIES FOR 23 NEW STREET-LIGHTS IN SULLIVAN CITY ON EL PINTO RD, AS PER REQUESTED BY THE CUSTOMER, THE CITY OF SULLIVAN, TX., and the Customer agrees to provide PAY CIAC OF $36,597.66 PRIOR TO JOB BEING RELEASED TO AEP'S CONSTRUCTION DEPARTMENT. and to be ready to take electric service on or before 08/28/2015.

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 10/26/2015 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	DIANA R. SERNA	By	
Signature:		Signature:	
Title:	UCP DIRECTOR	Title:	
Date:		Date:	

PLEASE >>
DETACH >>
STUB >>
AND >>
RETURN >>
WITH >>
PAYMENT >>

Please remit To:
American Electric Power
Attn: Rose Underwood
5700 N Cage Blvd
Pharr, TX 78577

Bill To:
CITY OF SULLIVAN

Company No: 211
Contract No: DWMS00000313276
Customer No:
Date: 7/28/2015
Amount Due: 36,597.66

Amount Remitted: _____

Contract No: DWMS00000313276
Date: 7/28/2015

PRO FORMA

Customer No:
Purchase Order: 58573729

Description	Quantity	UOM	Init Amt	Net Amount
WR# 58573729 JV - THE INSTALL OF OH ELECTRICAL FACILITIES FOR 23 NEW STREET-LIGHTS IN SULLIVAN CITY ON EL PINTO RD, AS PER REQUESTED BY THE CUSTOMER, THE CITY OF SULLIVAN, TX.	1.0	EA	36,597.66	36,597.66

Amount Due: 36,597.66

JUL 28 2015

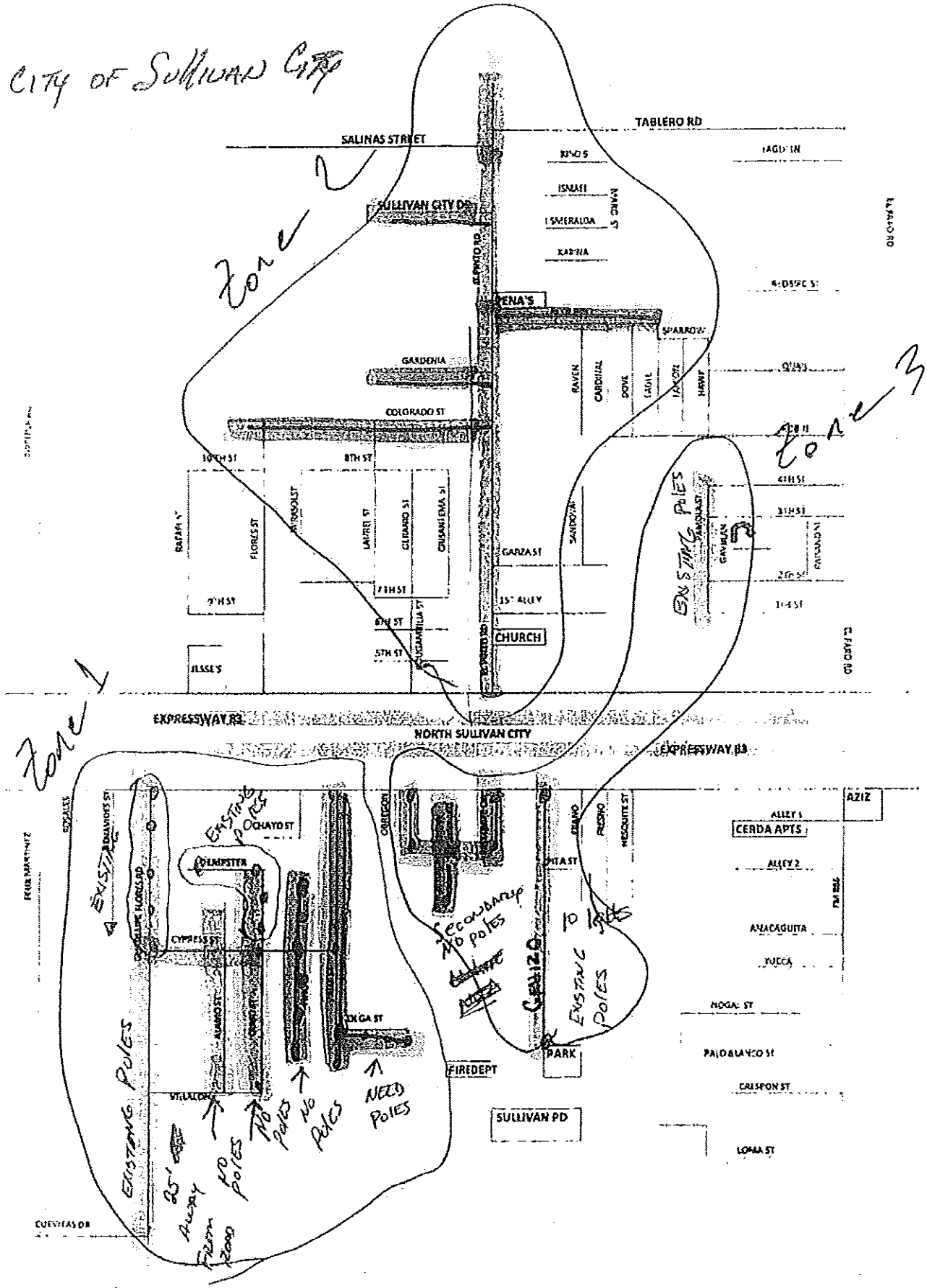
Hello Judy.
About the street lights for the Sullivan City, I ended up doing 3 different phases for the project instead for our internal purposes.
I referred to the original Zones described here. I attached the PRO-FORMAS for the project.
The following are the Work Request and the corresponding Zones, according to the map.

Zone 1) WR# 57384556
Zone 2) WR# 58573729
Zone 3) WR# 58562876

Jesus Valladares, AEP-TX
RGV Customer Design.

From: Judy Davila [mailto:jdavila@sullivancity.org]
Sent: Friday, July 17, 2015 10:00 AM
To: Jesus A Valladares
Subject: Lighting Project

This is an EXTERNAL email. STOP. THINK before you CLICK links or OPEN attachments.


CITY OF SULLIVAN CITY
Zone 2
Zone 3
Zone 1
TABLERO RD
SALINAS STREET
SULLIVAN CITY DR
ENA'S
SPARROW
GARDENIA
COLORADO ST
10TH ST
8TH ST
7TH ST
6TH ST
5TH ST
4TH ST
3RD ST
2ND ST
1ST ST
GARZA ST
35' ALLEY
CHURCH
EXPRESSWAY 83
NORTH SULLIVAN CITY
EXPRESSWAY 83
AZIZ
CERDA APTS
ALLEY 1
ALLEY 2
CYPRESS ST
OLIVA ST
FIREDEPT
PARK
SULLIVAN PD
NOGAL ST
PALO BLANCO ST
CALLSPON ST
LOMA ST
CUEVAS DR
EXISTING POLES
DUMPSTER
NEED POLES
NO POLES
25' AWAY FROM ROAD
118 lights → 61 lights.

AEP TEXAS
A unit of American Electric Power

AEP Texas
5700 North Cage Blvd.
Pharr, TX 78577-7921
956/283-2441
www.aeptexas.com

April 28, 2015

Judy Davila
City of Sullivan City
500 S Cenizo Street
Sullivan City, TX 78595

Subject: AEP Service Territory

Dear Ms. Davila,

AEP Texas is and Transmission and Distribution Service Provider regulated by the Public Utility Commission of Texas (PUCT). The PUCT certifies utilities to serve a particular geographic area. Based on the PUCT certified maps, all of the land within the city limits of the City of Sullivan City is certificated to AEP Texas. AEP Texas is the sole company that can provide electric distribution services in Sullivan City. AEP Texas provides this service pursuant to our Manual of Tariffs which is also approved by the PUCT.

Please let me know if you have any other questions. You may call me at 956-283-2441 with any questions.

Sincerely

Lee Jones, PE
Community Affairs Manager

Fiscal year thru period ending 08/31/2015

77

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5004 77 0311 5125 7701						
URBAN COUNTY PROGRAM	.00	1,239.33	.00	1,239.33	.00	100.0%
5004 77 0311 5125 7702						
THE MONITOR	.00	1,524.30	.00	1,524.30	.00	100.0%
5004 77 0311 5200 7711						
2GS, LLC	.00	9,578.46	.00	9,578.46	.00	100.0%
5005 77 0311 5100 7710						
JAVIER HINOJOSA ENGINEERING	.00	53,712.76	.00	53,712.76	.00	100.0%
5005 77 0311 5125 7704						
THE MONITOR	.00	960.98	.00	960.98	.00	100.0%
5005 77 0311 5200 7711						
2GS, LLC	.00	55,065.30	.00	55,065.30	.00	100.0%
5005 77 0311 5300 7701						
VALLEY CALICHE	.00	4,112.11	.00	4,112.11	.00	100.0%
5005 77 0311 5300 7702						
FRONTERA MATERIAL	.00	53,348.80	.00	53,348.80	.00	100.0%
5005 77 0311 5300 7703						
PAVEMENT MARKING	.00	4,741.60	.00	4,741.60	.00	100.0%
5012 77 0311 5100 7710						
S&B INFRASTRUCTURE LTD	.00	3,357.58	34,888.35	38,245.93	.00	100.0%
5012 77 0311 5150 7701						
MILLENNIUM ENGINEERS GROUP	.00	1,630.25	.00	1,630.25	.00	100.0%
5012 77 0311 5200 7711						
2GS, LLC	.00	207,152.49	.00	207,152.49	.00	100.0%
5012 77 0311 5730 7702						
AEP CPL	.00	20,932.33	.00	20,932.33	.00	100.0%
5013 77 0311 5000 7700						
STREET IMPROVEMENTS	.00	.00	.00	138,915.91	138,915.91	.0%
5013 77 0311 5730 7701						
AEP CPL	.00	18,984.09	.00	18,984.09	.00	100.0%
5014 77 0311 5000 7700						
STREET IMPROVEMENTS	.00	.00	.00	262,469.64	262,469.64	.0%
Total Expenditure	.00	436,340.38	34,888.35	872,614.28	401,385.55	54.0%

Available 138,915.91

Setup by: NELLIE MORIN

----------| Selection Page |----------

ID type.....: P - Project Reporting System
Report Name....: PCITY - CITY REPORT
Account Mask...: PXXXX 50XX-77-0311-XXXX
Date.....: 08/04/2015
Adj period.....: No
Include Attrs..: EX | | | | | | | | | | | | | |
Exclude Attrs..: | | | | | | | | | | | | | |
Reclass.....: No
Show pennies...: Yes
Report zero....: No

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar
Hidalgo County Purchasing Agent

DATE: March 6, 2014

RE: "Sole Source Declaration"- Hidalgo County Maintenance Facility

---

American Electric Power (AEP) is the sole provider in Hidalgo County for a turn-key solution to supply lighting equipment, as well as repairs and maintenance services.

Hidalgo County requires a turn-key solution to extend overhead single phase for the new (under construction) Hidalgo County Precinct No. 2 Equipment and Maintenance Facility.

Therefore commencing with Precinct #2, Hidalgo County requires a Contribution-In-Aid-of-Construction Agreement with AEP for the provision of a turn-key solution to provide and service the new Hidalgo County Precinct No. 2 Equipment and Maintenance Facility (under construction).

This declaration will remain in effect as long as American Electric Power (AEP) continues to be the sole source for turn-key solutions for lighting with repair and maintenance services for all applicable Hidalgo County Elected Offices, Departments, Programs and Agencies (for all eligible, permitted and applicable funding sources) unless otherwise revoke by Hidalgo County Commissioners Court.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Zimbra **sandra.regalado@co.hidalgo.tx.us**

RE: AEP- CONTRIBUTION-IN-AID-OF-CONSTRUCTION AGREEMENT

From : Steve Crain <scrain@atlashall.com> Thu, Apr 23, 2015 07:19 AM
Subject : RE: AEP- CONTRIBUTION-IN-AID-OF-CONSTRUCTION AGREEMENT
To : 'Sandra Regalado' <sandra.regalado@co.hidalgo.tx.us>

Please call me.

From: Sandra Regalado [mailto:sandra.regalado@co.hidalgo.tx.us]
Sent: Wednesday, April 22, 2015 5:22 PM
To: scrain@atlashall.com
Cc: Diana Serna; Lupita V. Garcia
Subject: AEP- CONTRIBUTION-IN-AID-OF-CONSTRUCTION AGREEMENT

Good Afternoon,

As requested by Ms. Serna, attached for your review and/or approval is the Standard Contribution-in-aid-of-Construction Agreement for a project in Sullivan City for the installation of 30 street lights. Please let us know if you have no objection to the document. We understand that since the County though its UCP will be paying for the installation of the lights. The agreement will reflect that Hidalgo County is the Customer.

Should you have any questions, feel free to contact our office at your earliest convenience.

Respectfully,

Sandra G. Regalado, Administrative Assistant
Urban County Program
427 E. Duranta St. Ste. 107
Alamo, TX 78516
Phone: (956) 787-8127
Fax: (956) 318-2988
Direct: (956) 292-7000 ext 2233

4/23/15

* As per conversation between Mr. Barco & Steve Crain, no objection w/ form presented by AEP. Proceed w/ Agenda.

AI-50778 **Urban County** **16. C.**

CC - REGULAR

Meeting Date: 08/18/2015

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

Department: URBAN COUNTY

Information

CAPTION

1. 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 be obtained from only one source."

2. Approval of a "Sole Source Declaration" with authority to enter into a "Contribution-In-Aid-of-Construction Agreement" with AEP Texas Central Company in the amount of $5,586.39 for (Zone 3) the installation of primary poles and street lights within the City of Sullivan City .

BACKGROUND

AEP is a sole provider of light service in the Sullivan City, city limits. The city is requesting street lights and street light poles to be installed utilizing the FY 2013 Sullivan City Street Improvements project line item. (Attached for review is the AEP Contribution-In-Aid-of Construction Agreement and Sole Source Declaration)

Agreement
Amount: $5,586.39

Available
Funds: $102,318.25 2013 - STREET IMPROVEMENTS

Fiscal Impact

Attachments

City of Sullivan City street lights installation

sole source

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:37 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Olga Lerma Started On: 08/05/2015 03:40 PM

Final Approval Date: 08/14/2015

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

CITY OF SULLIVAN
Service: GUADALUPE FLORES RD
SULLIVAN, TX

Contract #: DWMS00000313196 Work Request #: 58562876 – Zone 3

Date: 7/28/2015

You, CITY OF SULLIVAN (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:WR# 58562876 JV - THE INSTALL OF OH ELECTRICAL FACILITIES FOR 15 NEW STREET-LIGHTS IN SULLIVAN CITY, ON CENIZO ST, OBREGAN ST & LA PALOMA ST, AS PER REQUESTED BY THE CUSTOMER, THE CITY OF SULLIVAN, 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 5,586.39. 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 WR# 58562876 JV - THE INSTALL
OF OH ELECTRICAL FACILITIES FOR 15 NEW STREET-LIGHTS IN SULLIVAN CITY, ON CENIZO ST, OBREGAN ST & LA PALOMA ST, AS PER REQUESTED BY THE CUSTOMER, THE CITY OF SULLIVAN, TX., and the Customer agrees to provide PAY CIAC OF $ 5,586.39 PRIOR TO RELEASING JOB TO AEP'S CONSTRUCTION DEPARTMENT. and to be ready to take electric service on or before 08/28/2015.

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 10/26/2015 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	DIANA R. SERNA	By	
Signature:		Signature:	
Title:	UCP DIRECTOR	Title:	
Date:		Date:	

PLEASE >>
DETACH >>
STUB >>
AND >>
RETURN >>
WITH >>
PAYMENT >>

Please remit To:
American Electric Power
Attn: Rose Underwood
5700 N Cage Blvd
Pharr, TX 78577

Bill To:
CITY OF SULLIVAN

Company No: 211
Contract No: DWMS00000313196
Customer No:
Date: 7/28/2015
Amount Due: 5,586.39

Amount Remitted: _____

Contract No: DWMS00000313196
Date: 7/28/2015

PRO FORMA

Customer No:
Purchase Order: 58562876

Description	Quantity	UOM	Init Amt	Net Amount
WR# 58562876 JV - THE INSTALL OF OH ELECTRICAL FACILITIES FOR 15 NEW STREET-LIGHTS IN SULLIVAN CITY, ON CENIZO ST, OBREGAN ST & LA PALOMA ST, AS PER REQUESTED BY THE CUSTOMER, THE CITY OF SULLIVAN, TX.	1.0	EA	5,586.39	5,586.39

Amount Due: 5,586.39

JUL 28 2015

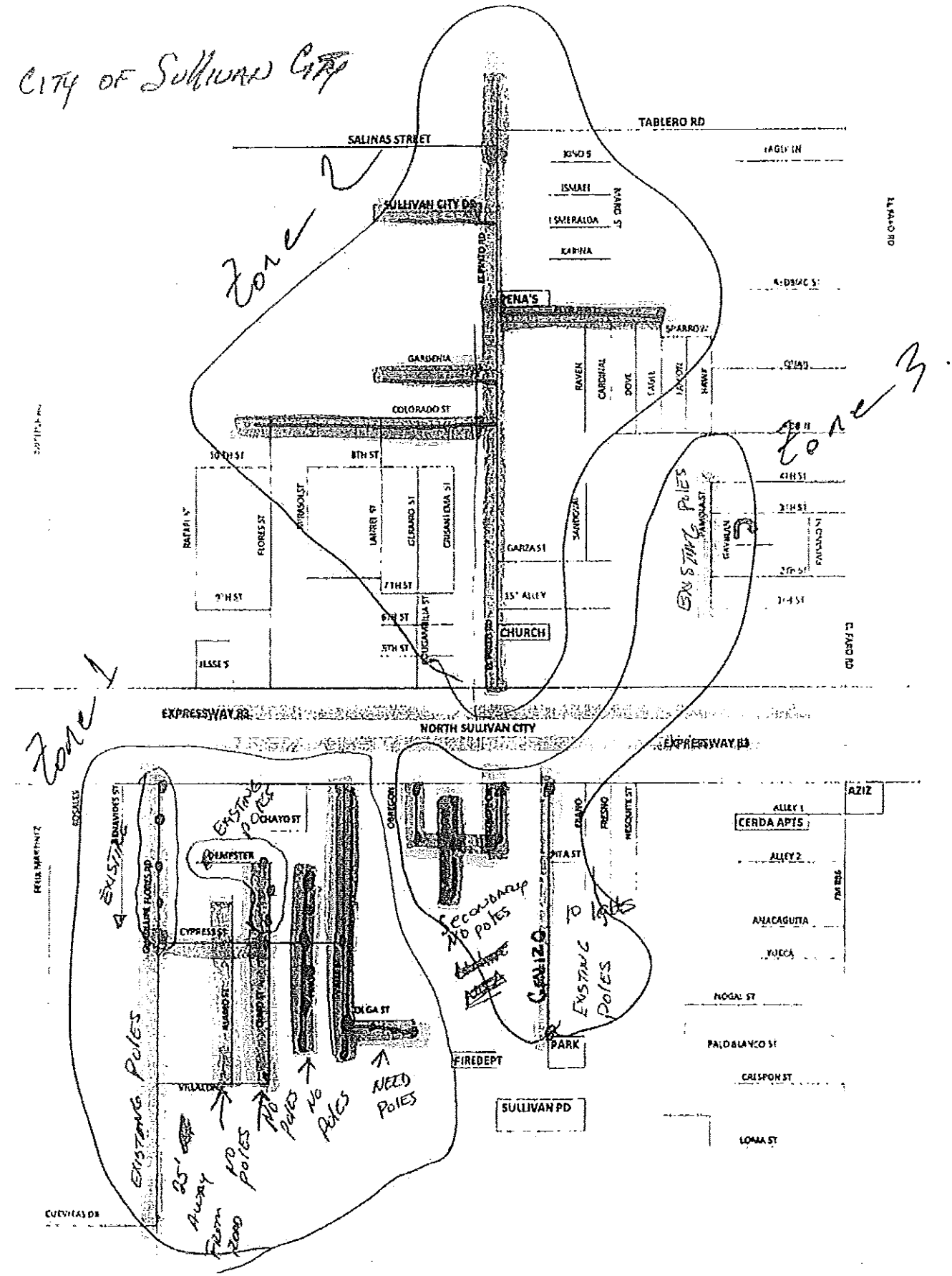
Hello Judy.
About the street lights for the Sullivan City, I ended up doing 3 different phases for the project instead OK for our internal purposes.
I referred to the original Zones described here. I attached the PRO-FORMAS for the project.
The following are the Work Request and the corresponding Zones, according to the map.

Zone 1) WR# 57384556
Zone 2) WR# 58573729
Zone 3) WR# 58562876

Jesus Valladares, AEP-TX
RGV Customer Design.

From: Judy Davila [mailto:jdavila@sullivancity.org]
Sent: Friday, July 17, 2015 10:00 AM
To: Jesus A Valladares
Subject: Lighting Project

This is an EXTERNAL email. STOP. THINK before you CLICK links or OPEN attachments.



118 lights → 61 lights

AEP TEXAS
A unit of American Electric Power

AEP Texas
5700 North Cage Blvd.
Pharr, TX 78577-7921
956/283-2441
www.aeptexas.com

April 28, 2015

Judy Davila
City of Sullivan City
500 S Cenizo Street
Sullivan City, TX 78595

Subject: AEP Service Territory

Dear Ms. Davila,

AEP Texas is and Transmission and Distribution Service Provider regulated by the Public Utility Commission of Texas (PUCT). The PUCT certifies utilities to serve a particular geographic area. Based on the PUCT certified maps, all of the land within the city limits of the City of Sullivan City is certificated to AEP Texas. AEP Texas is the sole company that can provide electric distribution services in Sullivan City. AEP Texas provides this service pursuant to our Manual of Tariffs which is also approved by the PUCT.

Please let me know if you have any other questions. You may call me at 956-283-2441 with any questions.

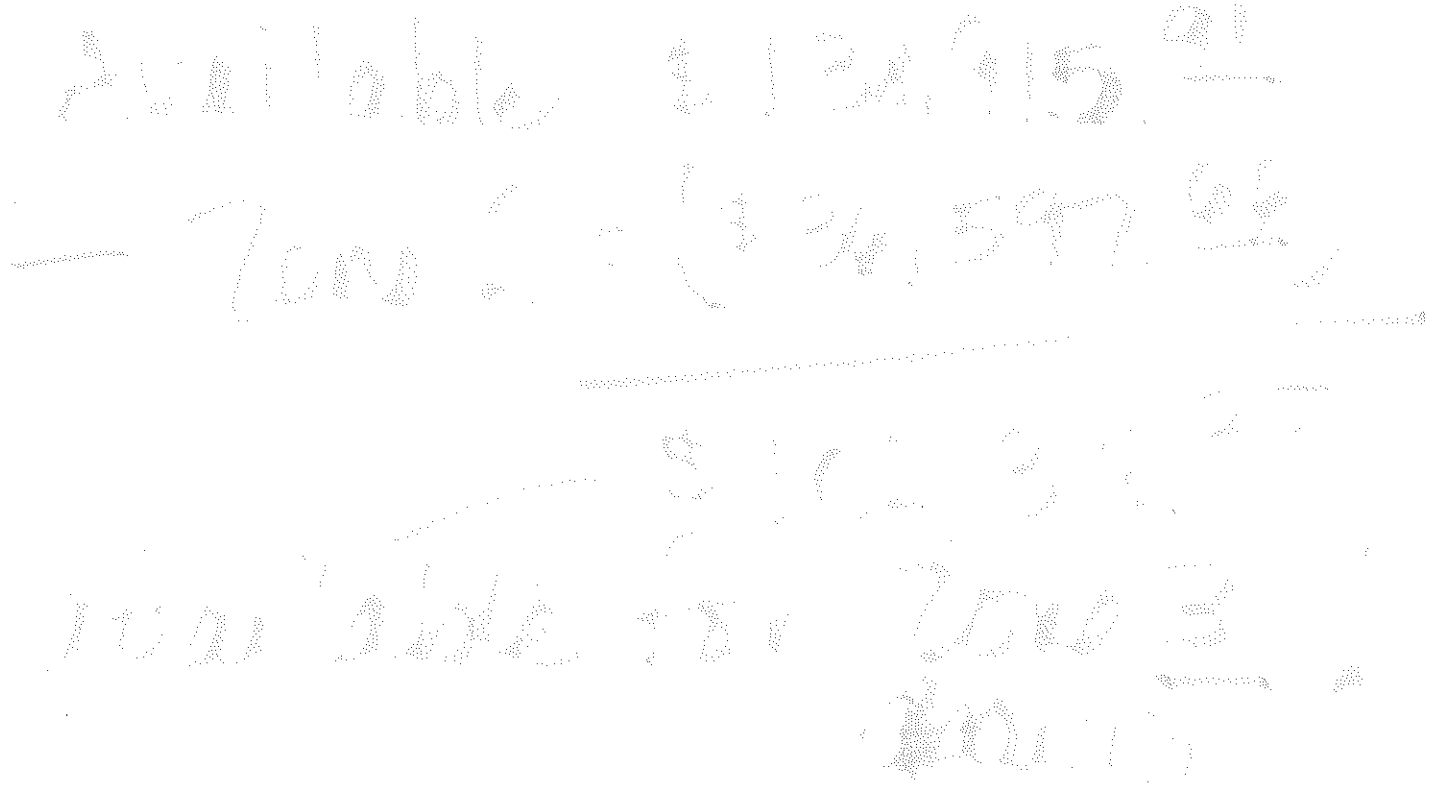
Sincerely

Lee Jones, PE
Community Affairs Manager

Fiscal year thru period ending 08/31/2015

77

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5004 77 0311 5125 7701						
URBAN COUNTY PROGRAM	.00	1,239.33	.00	1,239.33	.00	100.0%
5004 77 0311 5125 7702						
THE MONITOR	.00	1,524.30	.00	1,524.30	.00	100.0%
5004 77 0311 5200 7711						
2GS, LLC	.00	9,578.46	.00	9,578.46	.00	100.0%
5005 77 0311 5100 7710						
JAVIER HINOJOSA ENGINEERING	.00	53,712.76	.00	53,712.76	.00	100.0%
5005 77 0311 5125 7704						
THE MONITOR	.00	960.98	.00	960.98	.00	100.0%
5005 77 0311 5200 7711						
2GS, LLC	.00	55,065.30	.00	55,065.30	.00	100.0%
5005 77 0311 5300 7701						
VALLEY CALICHE	.00	4,112.11	.00	4,112.11	.00	100.0%
5005 77 0311 5300 7702						
FRONTERA MATERIAL	.00	53,348.80	.00	53,348.80	.00	100.0%
5005 77 0311 5300 7703						
PAVEMENT MARKING	.00	4,741.60	.00	4,741.60	.00	100.0%
5012 77 0311 5100 7710						
S&B INFRASTRUCTURE LTD	.00	3,357.58	34,888.35	38,245.93	.00	100.0%
5012 77 0311 5150 7701						
MILLENNIUM ENGINEERS GROUP	.00	1,630.25	.00	1,630.25	.00	100.0%
5012 77 0311 5200 7711						
2GS, LLC	.00	207,152.49	.00	207,152.49	.00	100.0%
5012 77 0311 5730 7702						
AEP CPL	.00	20,932.33	.00	20,932.33	.00	100.0%
5013 77 0311 5000 7700						
STREET IMPROVEMENTS	.00	.00	.00	138,915.91	138,915.91	.0%
5013 77 0311 5730 7701						
AEP CPL	.00	18,984.09	.00	18,984.09	.00	100.0%
5014 77 0311 5000 7700						
STREET IMPROVEMENTS	.00	.00	.00	262,469.64	262,469.64	.0%
Total Expenditure	.00	436,340.38	34,888.35	872,614.28	401,385.55	54.0%



Setup by: NELLIE MORIN

----------| Selection Page |----------

ID type.....: P - Project Reporting System
Report Name....: PCITY - CITY REPORT
Account Mask...: PXXXX 50XX-77-0311-XXXX
Date.....: 08/04/2015
Adj period.....: No
Include Attrs..: EX | | | | | | | | | | | | | |
Exclude Attrs..: | | | | | | | | | | | | | |
Reclass.....: No
Show pennies...: Yes
Report zero....: No

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar
Hidalgo County Purchasing Agent

DATE: March 6, 2014

RE: "Sole Source Declaration"- Hidalgo County Maintenance Facility

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American Electric Power (AEP) is the sole provider in Hidalgo County for a turn-key solution to supply lighting equipment, as well as repairs and maintenance services.

Hidalgo County requires a turn-key solution to extend overhead single phase for the new (under construction) Hidalgo County Precinct No. 2 Equipment and Maintenance Facility.

Therefore commencing with Precinct #2, Hidalgo County requires a Contribution-In-Aid-of-Construction Agreement with AEP for the provision of a turn-key solution to provide and service the new Hidalgo County Precinct No. 2 Equipment and Maintenance Facility (under construction).

This declaration will remain in effect as long as American Electric Power (AEP) continues to be the sole source for turn-key solutions for lighting with repair and maintenance services for all applicable Hidalgo County Elected Offices, Departments, Programs and Agencies (for all eligible, permitted and applicable funding sources) unless otherwise revoke by Hidalgo County Commissioners Court.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Zimbra **sandra.regalado@co.hidalgo.tx.us**

RE: AEP- CONTRIBUTION-IN-AID-OF-CONSTRUCTION AGREEMENT

From : Steve Crain <scrain@atlashall.com> Thu, Apr 23, 2015 07:19 AM
Subject : RE: AEP- CONTRIBUTION-IN-AID-OF-CONSTRUCTION AGREEMENT
To : 'Sandra Regalado' <sandra.regalado@co.hidalgo.tx.us>

Please call me.

From: Sandra Regalado [mailto:sandra.regalado@co.hidalgo.tx.us]
Sent: Wednesday, April 22, 2015 5:22 PM
To: scrain@atlashall.com
Cc: Diana Serna; Lupita V. Garcia
Subject: AEP- CONTRIBUTION-IN-AID-OF-CONSTRUCTION AGREEMENT

Good Afternoon,

As requested by Ms. Serna, attached for your review and/or approval is the Standard Contribution-in-aid-of-Construction Agreement for a project in Sullivan City for the installation of 30 street lights. Please let us know if you have no objection to the document. We understand that since the County though its UCP will be paying for the installation of the lights. The agreement will reflect that Hidalgo County is the Customer.

Should you have any questions, feel free to contact our office at your earliest convenience.

Respectfully,

Sandra G. Regalado, Administrative Assistant
Urban County Program
427 E. Duranta St. Ste. 107
Alamo, TX 78516
Phone: (956) 787-8127
Fax: (956) 318-2988
Direct: (956) 292-7000 ext 2233

4/23/15

* As per conversation between Mr. Barco & Steve Crain, no objection w/ form presented by AEP. Proceed w/ Agenda.

AI-50774 **Urban County** **16. D.**

CC - REGULAR

Meeting Date: 08/18/2015

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

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Progreso, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 25, 26 & 27 (2012, 2013 & 2014) City of Progreso – Street Improvements funds.

Professional Service Firm	Grade	Ranked
Fulcrum Consulting Services	91.67%	
Javier Hinojosa Engineering	89.33%	
Quintanilla, Headley & Associates, Inc.	86.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____ for a Urban County Program Years 25, 26 & 27 (2012, 2013 & 2014) City of Progreso – Street Improvements project.

BACKGROUND

An engineer is necessary for the design of the project which will consist of the paving of streets within the City of Progreso as identified in the City's workplans.

Funds Available: $ 2,388.80 YR 25 (2012) Street Improvements
$104,661.38 YR 26 (2013) Street Improvements
$273,322.00 YR 27 (2014) Street Improvements
Total: $380,372.18

Fiscal Impact

Attachments

City of Progreso ranking grid Street Improvements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:36 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Olga Lerma		Started On: 08/05/2015 02:18 PM
Final Approval Date: 08/14/2015		

City of Progreso
Professional Engineering Services
Street Improvements Project
Years 25, 26 & 27 (2012, 2013 & 2014)
Grading-Ranking Grid

Criteria	Fulcrum Consulting Services			Javier Hinojosa Engineering			Quintanilla, Headley and Associates, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	20	20	20	10	18	16	20	15	20
Experience of Project Team/ Ability to Commit Resources	25	25	19	25	25	21	10	22	23
Methodology/ Experience/ Availability of Project Manager	20	20	14	20	20	18	20	20	18
Understanding of Project/Similar Projects	25	19	25	25	22	25	25	19	25
Familiarity with Applicable Rules & Regulations	10	3	10	10	3	10	10	3	10
TOTALS	100	87	88	90	88	90	85	79	96
AVERAGES	275÷3=91.67%			268÷3=89.33%			260÷3=86.67%		
RATING	1			2			3		

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
All requirements were submitted in the request for qualifications		
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: All requirements submitted		TOTAL 25
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: All requirements submitted.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: All requirements submitted.		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: All requirements submitted.		TOTAL 10
Total Score		100

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator: _____ Department: City of Progreso

Project Name: Progreso Street Improvements Date: 7/14/15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all requirements & criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all requirements & criteria		TOTAL 25
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all requirements & criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Did not address Federal / State / Local regs. or policies, need more information to be gathered and NOT RFQ responsive		TOTAL 19
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	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Need more information on proposed Firm Knowledge about Applicable regs. and did not include a narrative on Applicable regulations.		TOTAL 3
	Total Score	87

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator: Antonia Danco Department: Urban County Program

Project Name: Progreso Street Improvements Date: 7-27-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets Criteria, Information of team provided		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	03
➢ Identifying the project composition, project leadership, reporting responsibilities	10	08
➢ Experience of engineering staff to completely and efficiently perform the work.	10	08
➢		
Comments/Rationale For Points: No appendix included,		TOTAL 19
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	03
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	03
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	08
Comments/Rationale For Points: Not clear with involvement; appendix not included		TOTAL 14
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Firm meets Criteria		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria.		TOTAL 10
Total Score		88

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator: Oscar Garza, Procurement Specialist Department: Purchasing Department

Project Name: City of Progreso 2014 St Imp (Baker & Miracle) Date: July 22, 2015

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	5
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	0
Comments/Rationale For Points: Hinojosa Engineering does not provide an actual copy of his license and no organizational chart.		TOTAL 10
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: All requirements submitted.		TOTAL 25
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: All requirements submitted.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: All requirements submitted.		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: All requirements submitted.		TOTAL 10
Total Score		90

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: [signature] Department: City of Progreso

Project Name: Progreso Street Improvements Date: 7/14/15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points: Did not include an organizational Chart		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers	5	5
Comments/Rationale For Points: Meets most criteria but needs to provide more information on appropriate Federal/State and local regulations and more responsive to RFQ		TOTAL 22
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	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Must indicate more experience/knowledge of govt. regs. and did not include narrative		TOTAL 3
		Total Score 88

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: Antonio Barco Department: Urban County Program

Project Name: Progreso Street Improvements Date: 7-29-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	03
➢ Team members identified in the organizational chart.	5	03
Comments/Rationale For Points: Meets Criteria, No organizational chart provided on SOQ; unable to evaluate team qualifications		TOTAL 16
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	03
➢ Identifying the project composition, project leadership, reporting responsibilities	10	08
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: No appendix included, SOQ very vague on reporting responsibilites;		TOTAL 21
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	04
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	04
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets Criteria, however Appendix not included , organizational chart provided		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Firm meets Criteria		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria.		TOTAL 10
Total Score		90

05

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: Oscar Garza, Procurement Specialist Department: Purchasing Department

Project Name: City of Progreso 2014 St Imp (Baker & Miracle) Date: July 22, 2015

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: All requirements submitted.		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	5
➢ Experience of engineering staff to completely and efficiently perform the work.	10	0
➢		
Comments/Rationale For Points: Engineering firm does not show appropriate experience to complete this type of project.		TOTAL 10
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: All requirements submitted.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: All requirements submitted.		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: All requirements submitted.		TOTAL 10
Total Score		85

Firm/Participant's Name: Quintanilla, Headley & Associates, Inc

Evaluator: _____ Department: City of Progreso

Project Name: Progreso Street Improvements Date: 7/14/15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	0
Comments/Rationale For Points: Did not include organization Chart		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	7
➢		
Comments/Rationale For Points: Is not able to complete work on Schedule and efficiently		TOTAL 22
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets All criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Must improve on Addressing appropriate rules and regulations, Not responsive to RFQ and need more contact info.		TOTAL 19
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	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Did not address experience/knowledge of govt. regulations AND, Not include narrative of applicable regulations		TOTAL 3
	Total Score	79

Firm/Participant's Name: Quintanilla, Headley and Associates, Inc.

Evaluator: Alicia Garcia Department: Urban County Program

Project Name: Progreso Street Improvements Date: 7-29-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	05
➢ Team members identified in the organizational chart.	5	05
Comments/Rationale For Points: Meets Criteria, Information of team provided		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	03
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: No appendix included in SOQ;		TOTAL 23
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	05
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	03
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Appendix not included as requested; all others meet criteria.		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Firm meets Criteria		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria.		TOTAL 10
Total Score		88 96

Firm/Participant's Name: Quintanilla Headley & Associates

Evaluator: Oscar Garza, Procurement Specialist Department: Purchasing Department

Project Name: City of Progreso 2014 St Imp (Baker & Miracle) Date: July 22, 2015

08-04-15

AI-50765 **Urban County** **16. E.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Olga Lerma, URBAN COUNTY

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 and G & G Contractors for the demolition and reconstruction of the following:

1. (1) Unit in the City of Weslaco total contract amount of $53,900.00 to A-One Insulation.
2. (1) Unit in the City of Elsa, (1) unit in the City of Mercedes and (1) unit in the Countywide area (Pct. 1) for total contract amount of $164,900.00 to G & G Contractors.

BACKGROUND

STAFF COMMENTS & RECOMMENDATION:

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on June 9, 2015. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, July 29, 2015.

FY'14 Rehab Prog.
Funds Available: $811,630.56

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

Fiscal Impact

Attachments

Bid Tabulation G&G Contractors & A One Insulation
A One Insulation Insurance
G&G Contractors Insurance
CLA-Reynaldo Carreon
CLA-Ezequiel & Juanita Rodriguez
CLA-Maria C. Canales
CLA- Maria I. Gomez

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:35 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Olga Lerma		Started On: 08/05/2015 09:29 AM
Final Approval Date: 08/14/2015		

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: July 29, 2015 Bid Opening Time: 9:30 am

Description of Bid: "DEMOLITION AND RECONSTRUCTION OF ONE (1) UNIT IN THE COUNTYWIDE AREA, ONE (1) UNIT IN THE CITY OF ELSA, ONE (1) UNIT IN THE CITY OF WESLACO AND ONE (1) IN THE CITY OF MERCEDES

Grant #: M-12-UC-48-0501-ET-09

A ONE INSULATION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	M. CANALES	$53,900.00	BB INCLUDED
2	M. GOMEZ	$55,000.00	BB INCLUDED
3	E. RODRIGUEZ	$56,500.00	BB INCLUDED
4	R. CARREON	$55,000.00	BB INCLUDED

QUALITY INVESTMENTS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	M. CANALES	$55,299.99	BB INCLUDED
2	M. GOMEZ	$55,499.99	BB INCLUDED
3	E. RODRIGUEZ	$56,499.99	BB INCLUDED
4	R. CARREON	$55,499.99	BB INCLUDED

3 GENERAL CONSTRUCTION INC.

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	M. CANALES	$54,500.00	BB INCLUDED
2	M. GOMEZ	$56,500.00	BB INCLUDED
3	E. RODRIGUEZ	$59,000.00	BB INCLUDED
4	R. CARREON	$55,000.00	BB INCLUDED

G & G CONTRACTORS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	M. CANALES	$55,300.00	BB INCLUDED
2	M. GOMEZ	$54,300.00	BB INCLUDED
3	E. RODRIGUEZ	$56,300.00	BB INCLUDED
4	R. CARREON	$54,300.00	BB INCLUDED

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/18/2015

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
INSURED A One Insulation, DBA: Raymundo Carrisales 1006 E Ferguson Pharr TX 78577	INSURER B: Texas Mutual Insurance Co.
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1561800553 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		3DY8284	6/18/2015	6/18/2016	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	$ 1,000,000
								$
	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 OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EZXS28828	6/18/2015	6/18/2016	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001231365	12/12/2014	12/12/2015	PER STATUTE 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability Policy includes a Blanket Automatic Additional Insured Endorsement that provides additional insured status to the certificate holder only when there is a written contract between the insured and the certificate holder that requires such status. The General Liability Policy includes a Blanket automatic Waiver of Subrogation endorsment that provides this feature only when there is a written contracct between the named insured and the certificate holder that requires such status. Primary and NonContributory endorsement is included in the General Liability Policy.

CERTIFICATE HOLDER

eric.trevino@co.hidalgo.tx

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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ACORD 25 CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/29/2015

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
2167 S McColl Rd
Edinburg, TX 78539
(956)381-0951

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
RG ENTERPRISES LLC
DBA G & G CONTRACTORS
5125 S US HWY 281 STE 1
EDINBURG, TX 78539
PH: 956-929-1587

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE COMPANY	
INSURER B: TEXAS COUNTY MUTUAL INS	
INSURER C: TEXAS MUTUAL INS COMPANY	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	3DY2619	03/16/15	03/16/16	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 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	604891354	03/14/15	03/14/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS-MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP - 0001221990	03/15/15	03/15/16	WC STATU-TORY LIMITS X 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
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

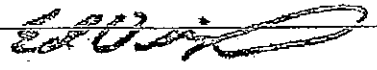
CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



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CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **August 18, 2015**, 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: **Reynaldo Carreon**

BORROWER'S ADDRESS:

P.O. Box 621
Edcouch, Texas 78538

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: **Rene Garza dba G & G Contractors**

CONTRACTOR'S ADDRESS:

5125 S. Hwy 281, Ste. 3
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$54,300.00**, 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 **$54,300.00**, 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: **$54,300.00**

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 (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by

Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal

warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(s):

_____

Reynaldo Carreon

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: **Rene Garza**
Its: **G & G Contractors**

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

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo,** a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **18th** day of **August, 2015**, by **Reynaldo Carreon.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **18th** day of **August 2015**, by **Rene Garza, DBA G & G Contractors,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, DBA G & G CONTRACTORS, AT 5125 S. HWY 281, STE. 3, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF AUGUST 20, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(s):

_____

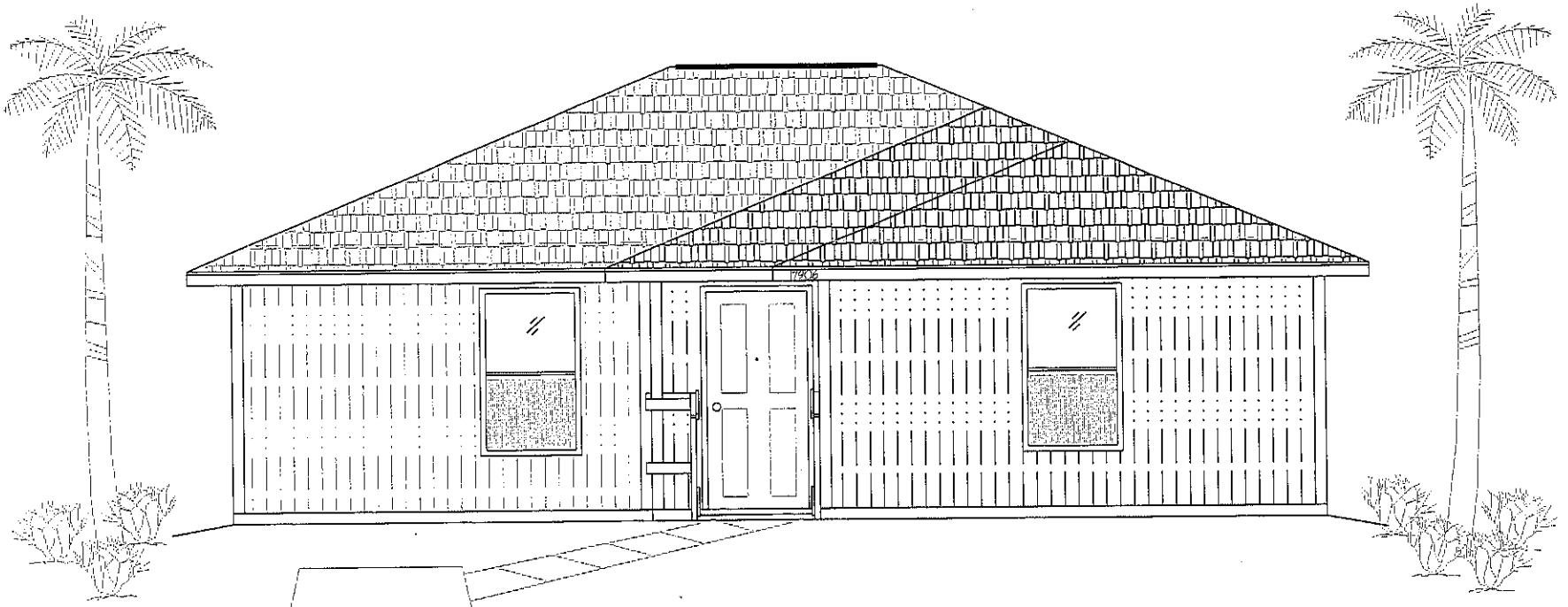
Reynaldo Carreon

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

All of Lot 44 El Mesquite Subdivision, an addition to the City of Elsa, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

CARREON RESIDENCE



REYNALDO CARREON
17906 DIANA DR.-ELSA
(956) 245-6110

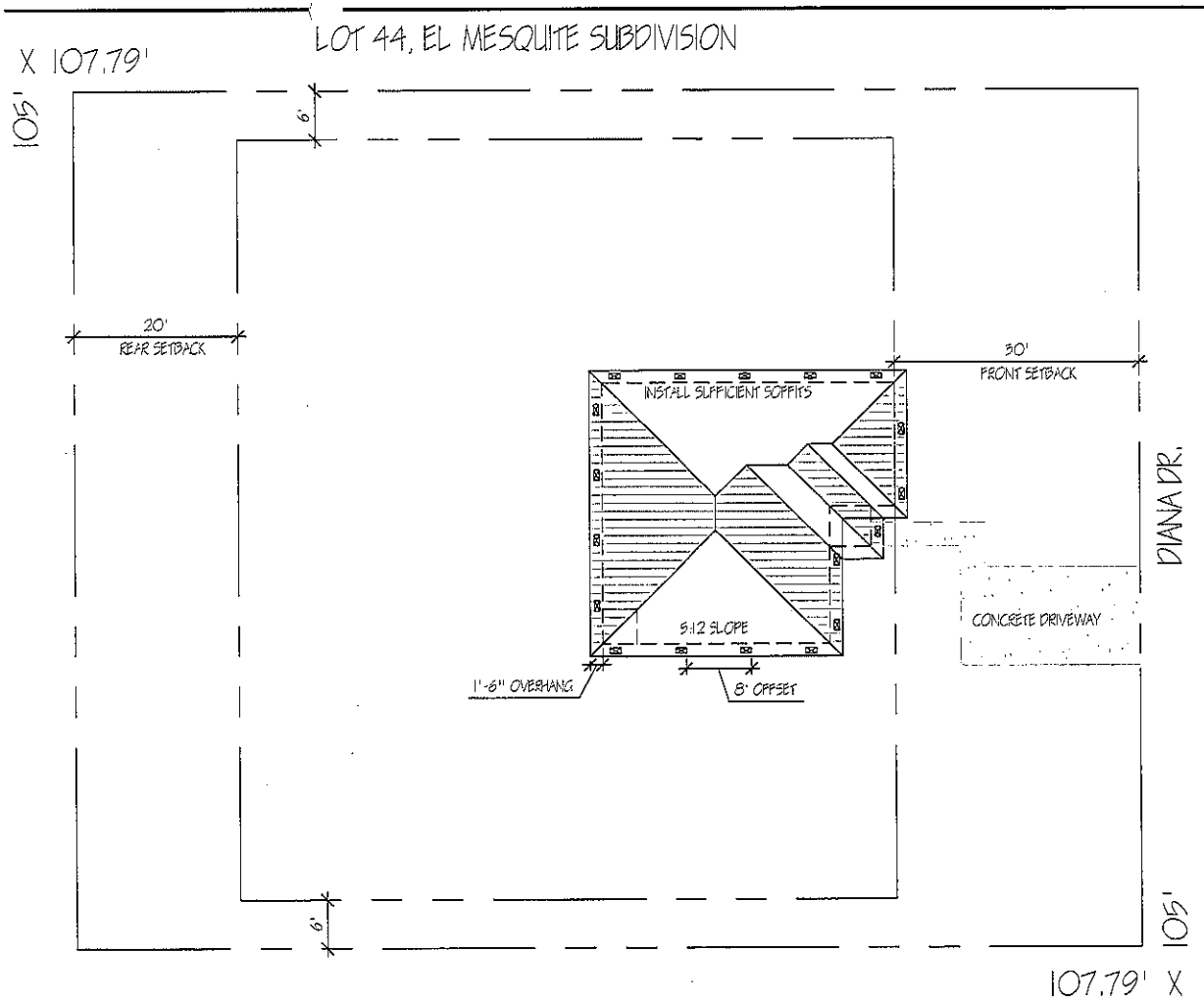
URBAN COUNTY PROGRAM
427 E. DURANTA AVE - ALAMO
(956) 787-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

REYNALDO CARREON
17906 DIANA DR. ELSA, TX

TOTAL AREA
965 SQ. FT.

1 OF 8



NOTE:

Please verify with city/ county on setbacks and for any requirements requarding 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.

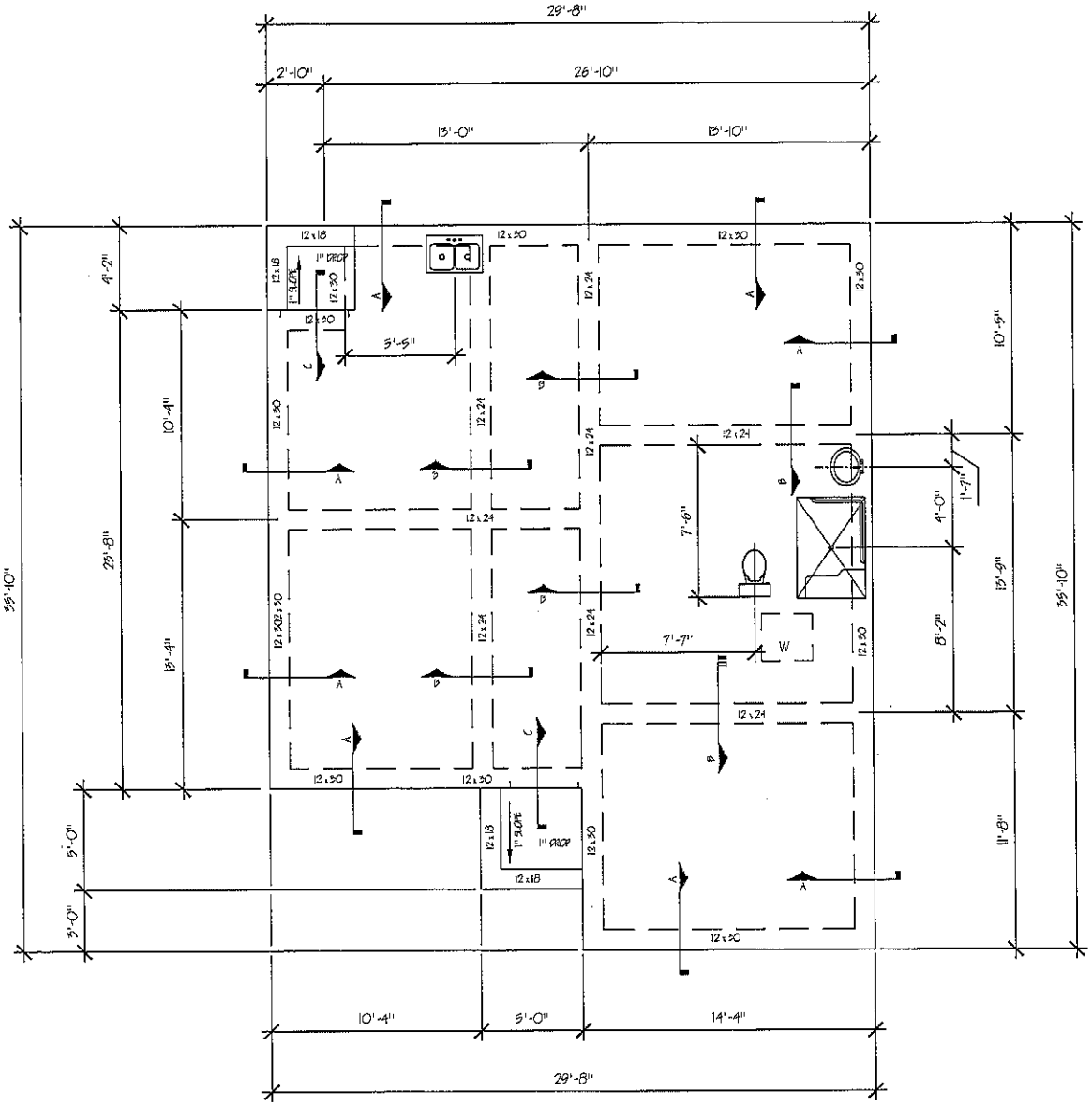
1 ROOF / PLOT PLAN

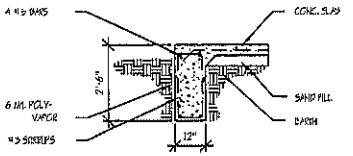
XREF SCALE: 1" = 1'-0"

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

TOTAL AREA
965 SQ. FT.

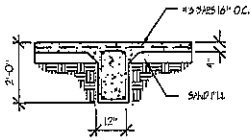
REYNALDO CARREON
17906 DIANA DR. ELSA, TX





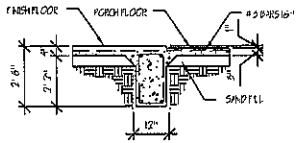
A-EXTERIOR BEAM

-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.



C-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

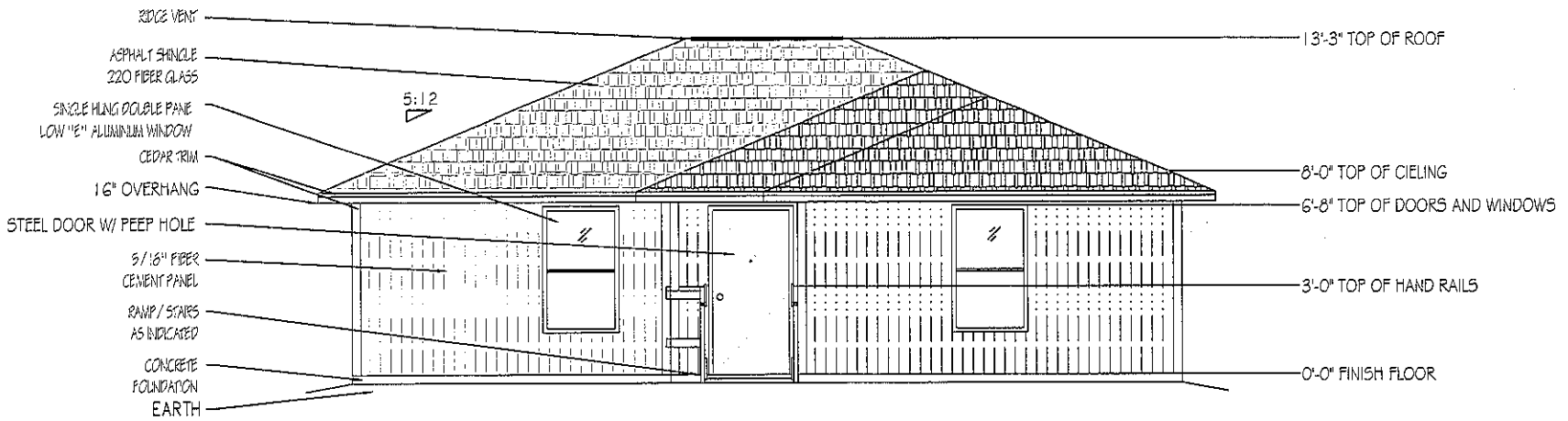
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

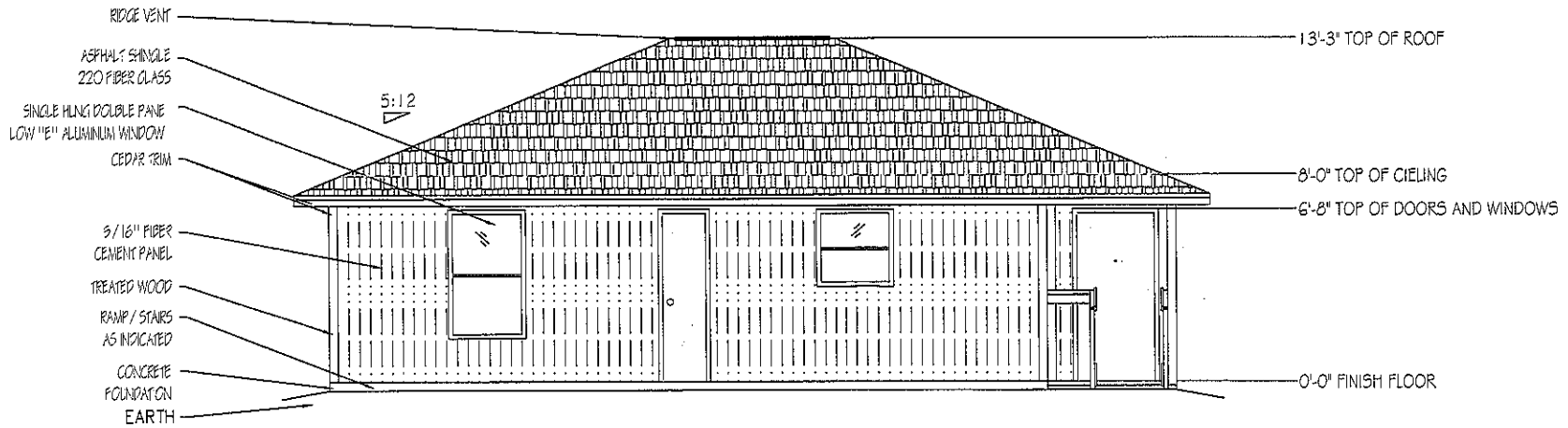
REYNALDO CARREON
17906 DIANA DR. ELSA, TX

TOTAL AREA
965 SQ. FT.

3 OF 8



FRONT ELEVATION



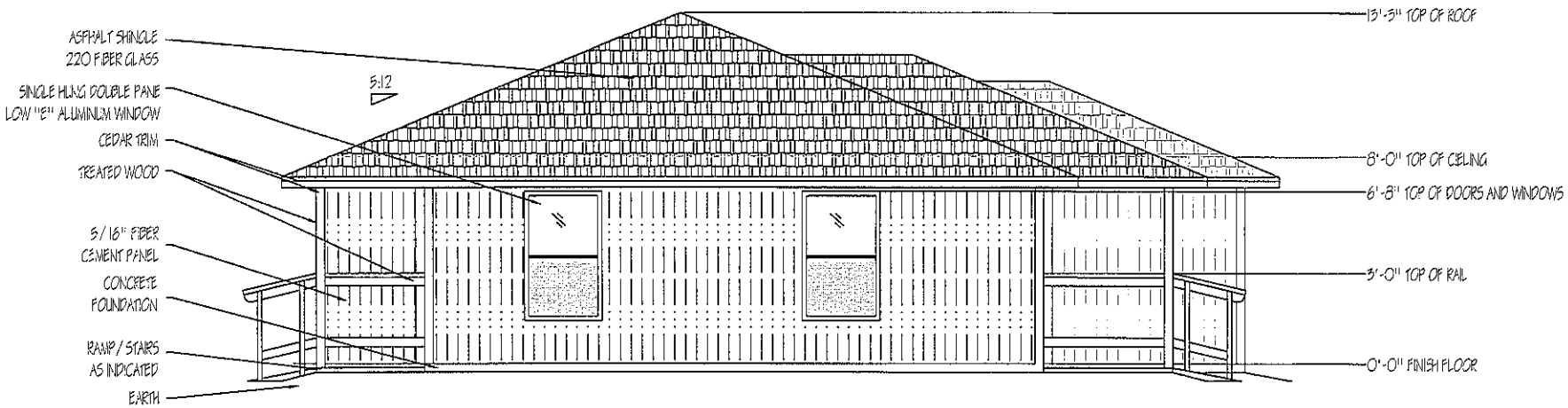
BACK ELEVATION

TOTAL AREA
965 SQ. FT.

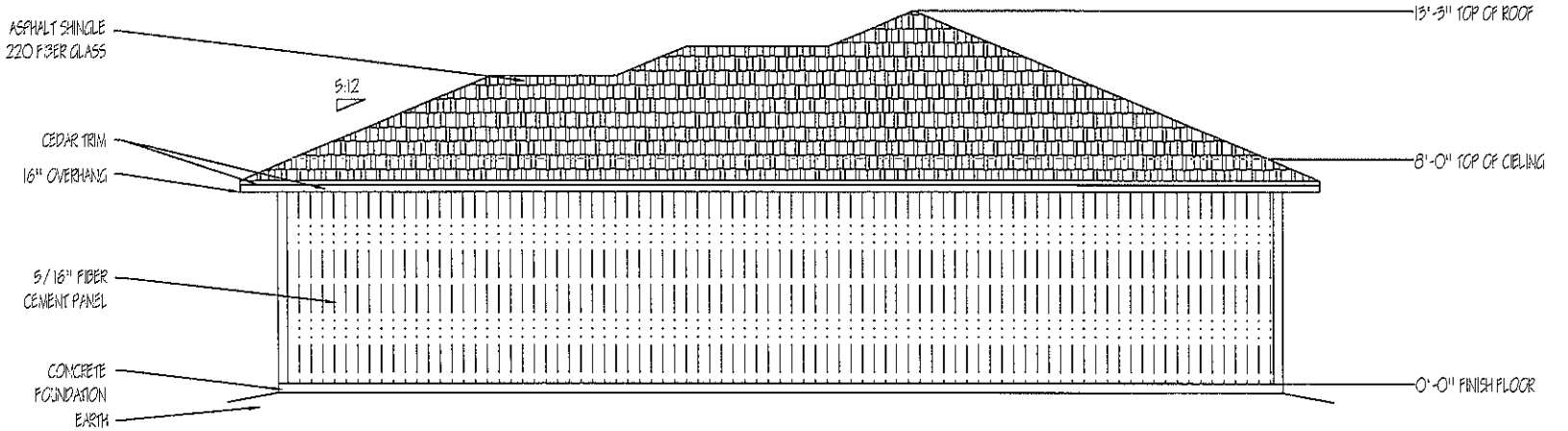
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

REYNALDO CARREON
17906 DIANA DR. ELSA, TX

5 OF 8



RIGHT ELEVATION



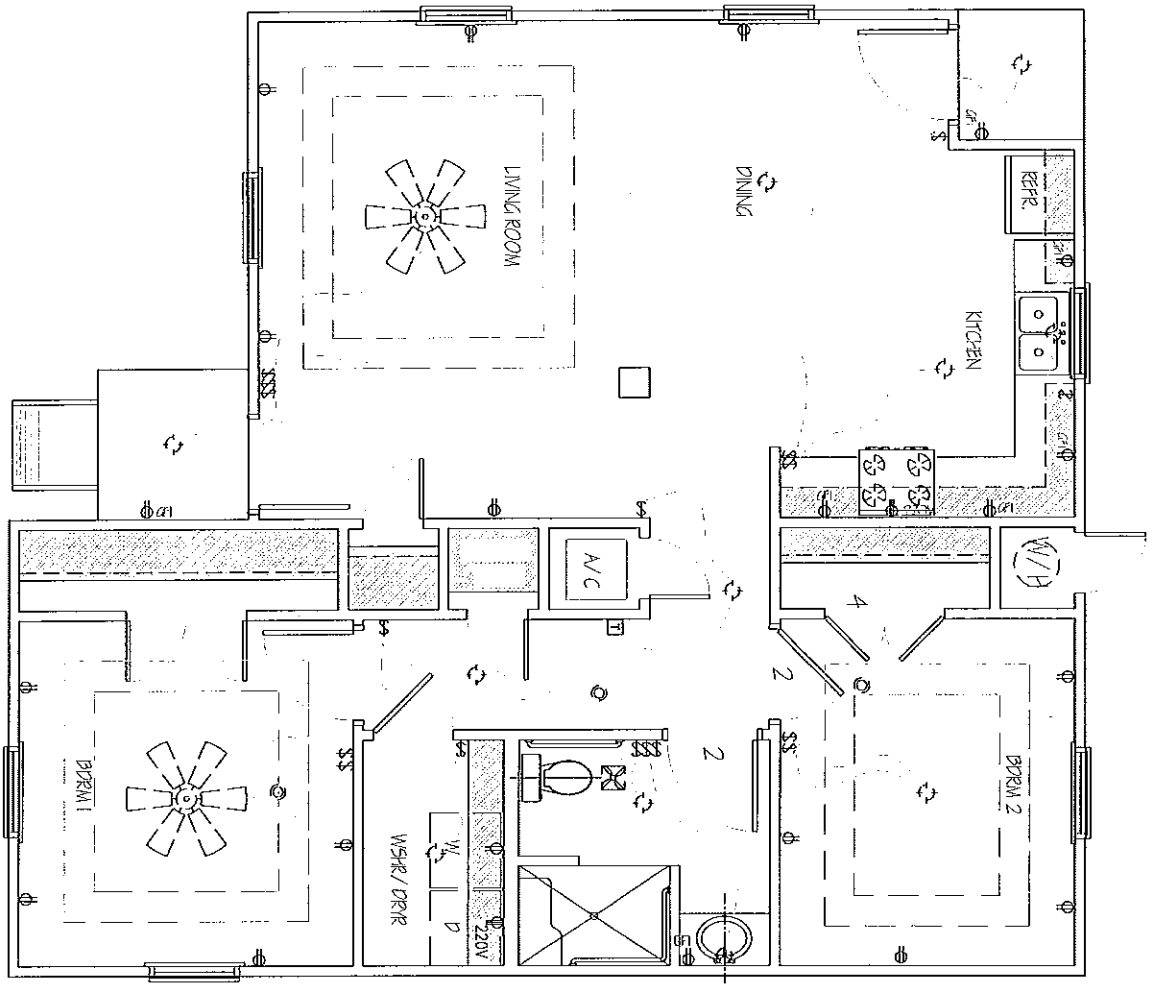
LEFT ELEVATION

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

REYNALDO CARREON
17906 DIANA DR. ELSA, TX

TOTAL AREA
965 SQ. FT.



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

ELECTICAL PLAN

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

REYNALDO CARREON
17906 DIANA DR. ELSA, TX

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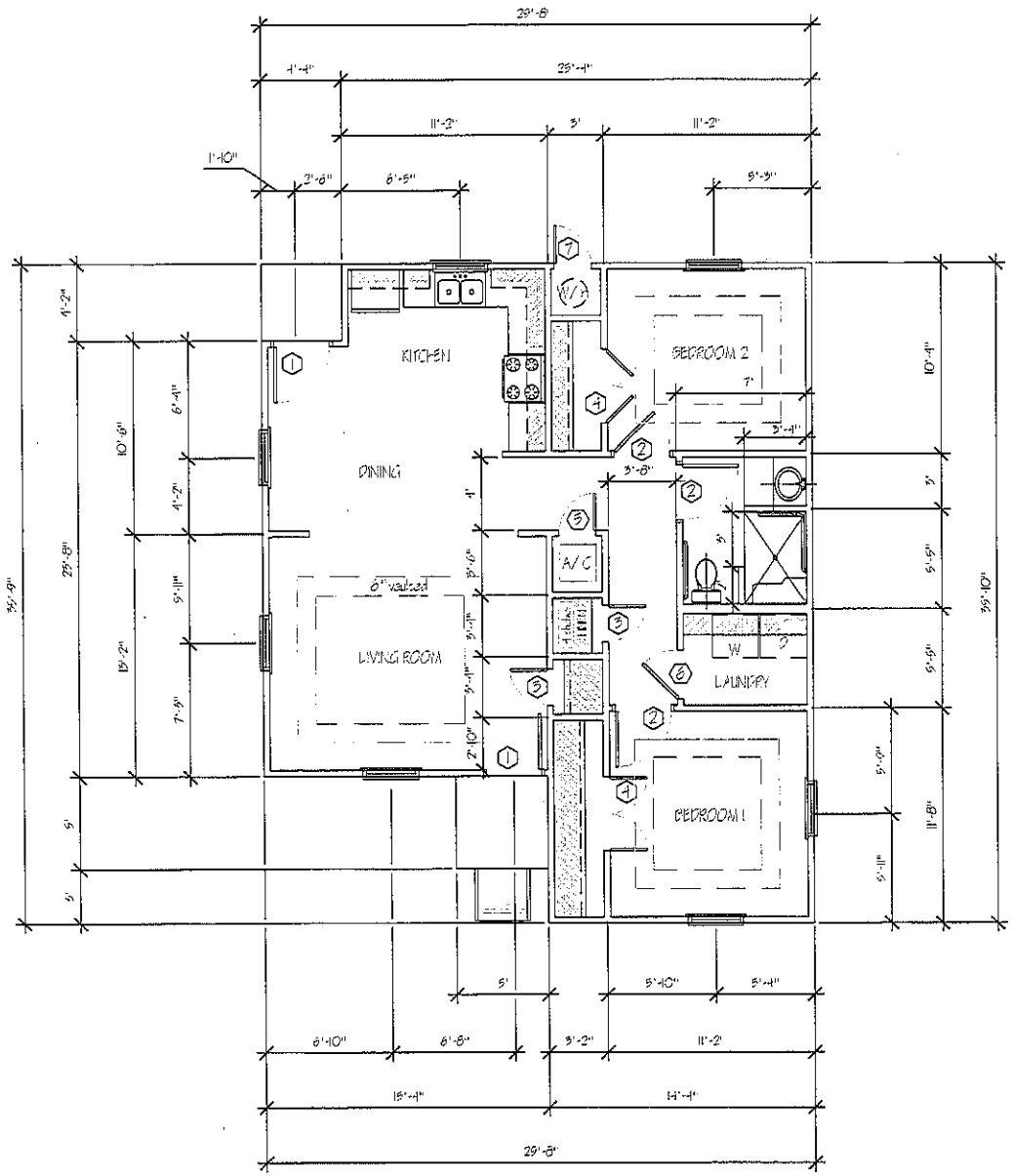


SQUARE FOOTAGE

LIVING AREA	922
PORCH / PATIO	43
TOTAL SQ. FT.	965

DOOR SCEDULE

DR#	TASK	SIZ X 6 8	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3'0	METAL W/ LOW PROFILE THRESH.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	3'0	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2'0	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	(2) 2'0	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	2'0 x 4'0	HOLLOW CORE	PASSAGE FOR W/ C.O. CLOSET
6	INSTALL NEW UNIT	2'8	HOLLOW METAL	PASSAGE
7	INSTALL NEW UNIT	3'0	HOLLOW METAL	LOCK W/ DEADLOCK

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 8" FROM PORCH FLOOR.
- CLIENT IS ~~RECIEVING~~ CONNECTIOS FOR A GAS / ELECTRIC / PROPANE STOVE.
- INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS RECQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:

SW 6375 HONEYCOMB (1st) SW 6125 CRAFT PAPER (2nd)

INTERIOR COLOR CHOICES TO BE OR MATCH:

SW. C10 7 NOMADIC DESERT (1st) SW WHITE (2nd)

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 13 DAY OF JULY 2015

X Reynaldo Carreon

FLOORPLAN

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

REYNALDO CARREON
17906 DIANA DR. ELSA, TX

TOTAL AREA
965 SQ. FT.

SPECIFICATIONS

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

OWNER (S) REYNALDO CARREON CASE NO.: CW 85-15-08 DATE: 7/13/15 ADDRESS: 17906 DIANA DR. ELSA, TX PHONE: 956-245-6110 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 12" 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 16' 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.

NAME OF APPLICANT

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	August 18, 2015
Demolition	August 27, 2015
Construction Start	August 28, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	November 25, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$54,300.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$54,300.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **August 18, 2015**, 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: **Ezequiel & Juanita Rodriguez**

BORROWER'S ADDRESS:

P.O. Box 161
Mercedes, Texas 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: **Rene Garza dba G & G Contractors**

CONTRACTOR'S ADDRESS:

5125 S. Hwy 281, Ste. 3
Edinburg, Texas 78539

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 (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by

Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal

warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(s):

_____

Ezequiel Rodriguez

_____

Juanita Rodriguez

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: **Rene Garza**
Its: **G & G Contractors**

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

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **18th** day of **August, 2015**, by **Ezequiel & Juanita Rodriguez.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **18th** day of **August 2015**, by **Rene Garza, DBA G & G Contractors,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, DBA G & G CONTRACTORS, AT 5125 S. HWY 281, STE. 3, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF AUGUST 20, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(s):

_____

Ezequiel Rodriguez

_____

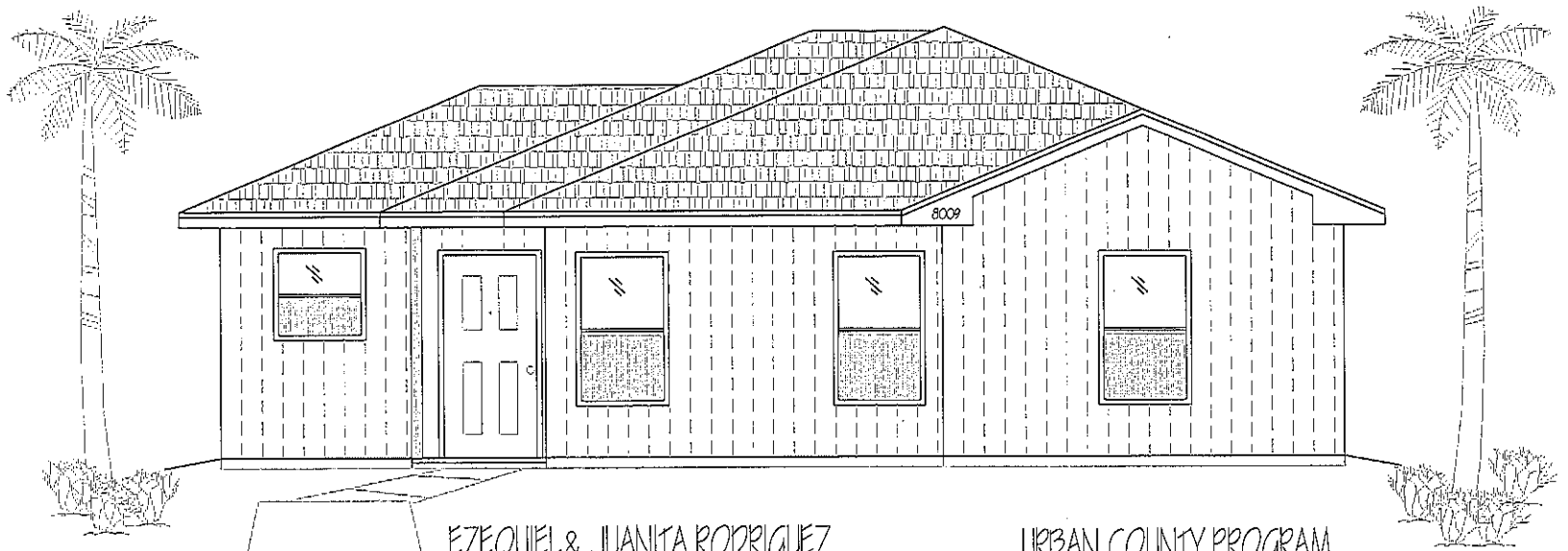
Juanita Rodriguez

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

A 1.20 acre tract of land out of Lot 8 Blk 66 CAPISALLO DISTRICT SUBDIVISION, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

RODRIGUEZ RESIDENCE



EZEQUIEL & JUANITA RODRIGUEZ
8009 MILE 1 EAST - MERCEDES
956-565-1140

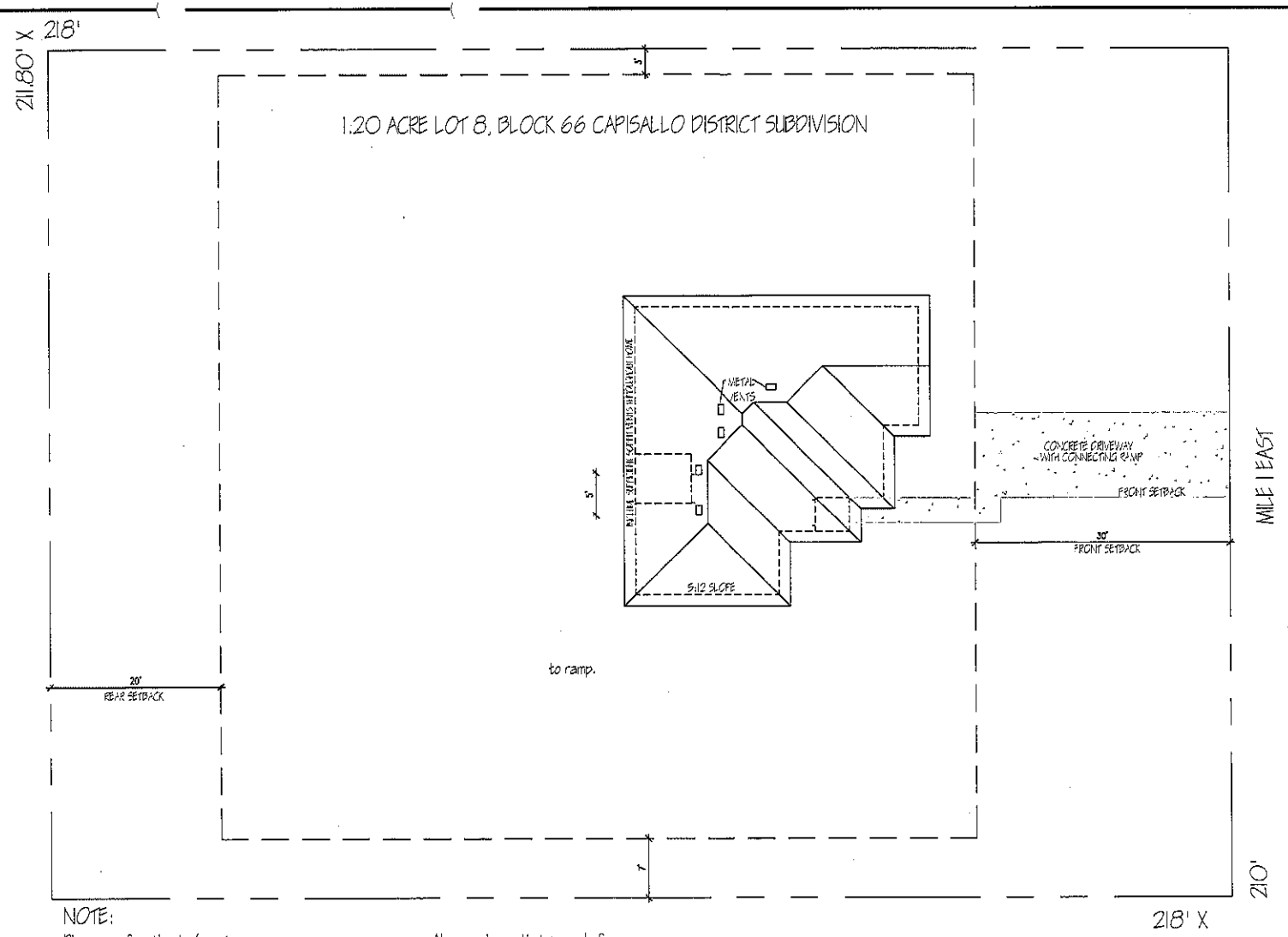
URBAN COUNTY PROGRAM
427 E. DURANTA STE 107- ALAMO
(956) 787-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

EZEQUIEL & JUANITA RODRIGUEZ
8009 MILE 1 EAST RD. MERCEDES, TX

TOTAL AREA
949 SQ. FT.

PAGE 1



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 required 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

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 needed and is more than 10 yrs old.

1 ROOF/ PLOT PLAN

XREF SCALE: N.T.S.

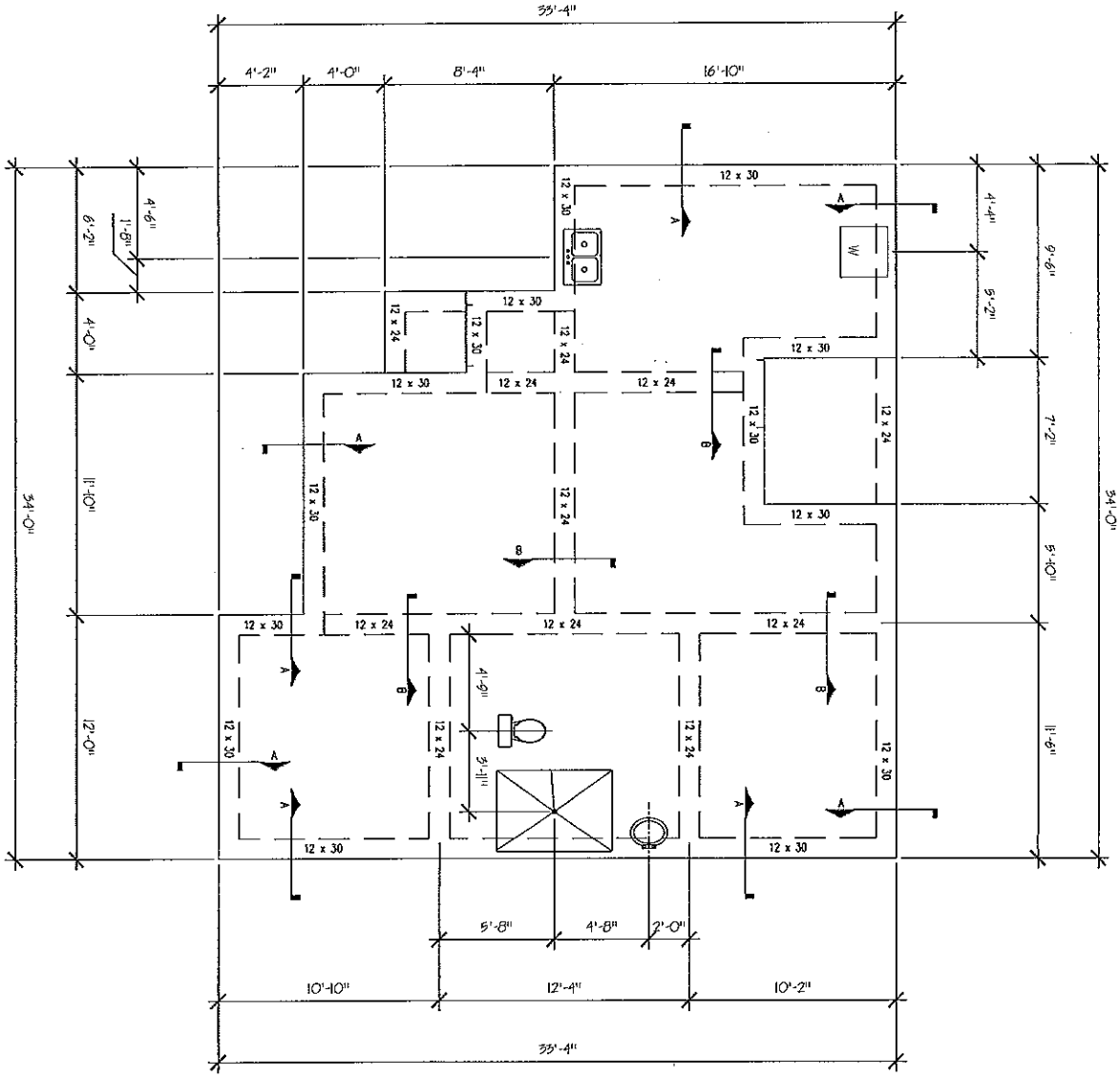
TOTAL AREA 949 SQ. FT.

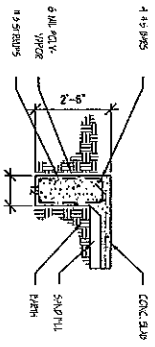
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

EZEQUIEL & JUANITA RODRIGUEZ

8009 MILE I EAST RD. MERCEDES, TX





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' - #3 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.

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.

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.

URBAN COUNTY PROGRAM

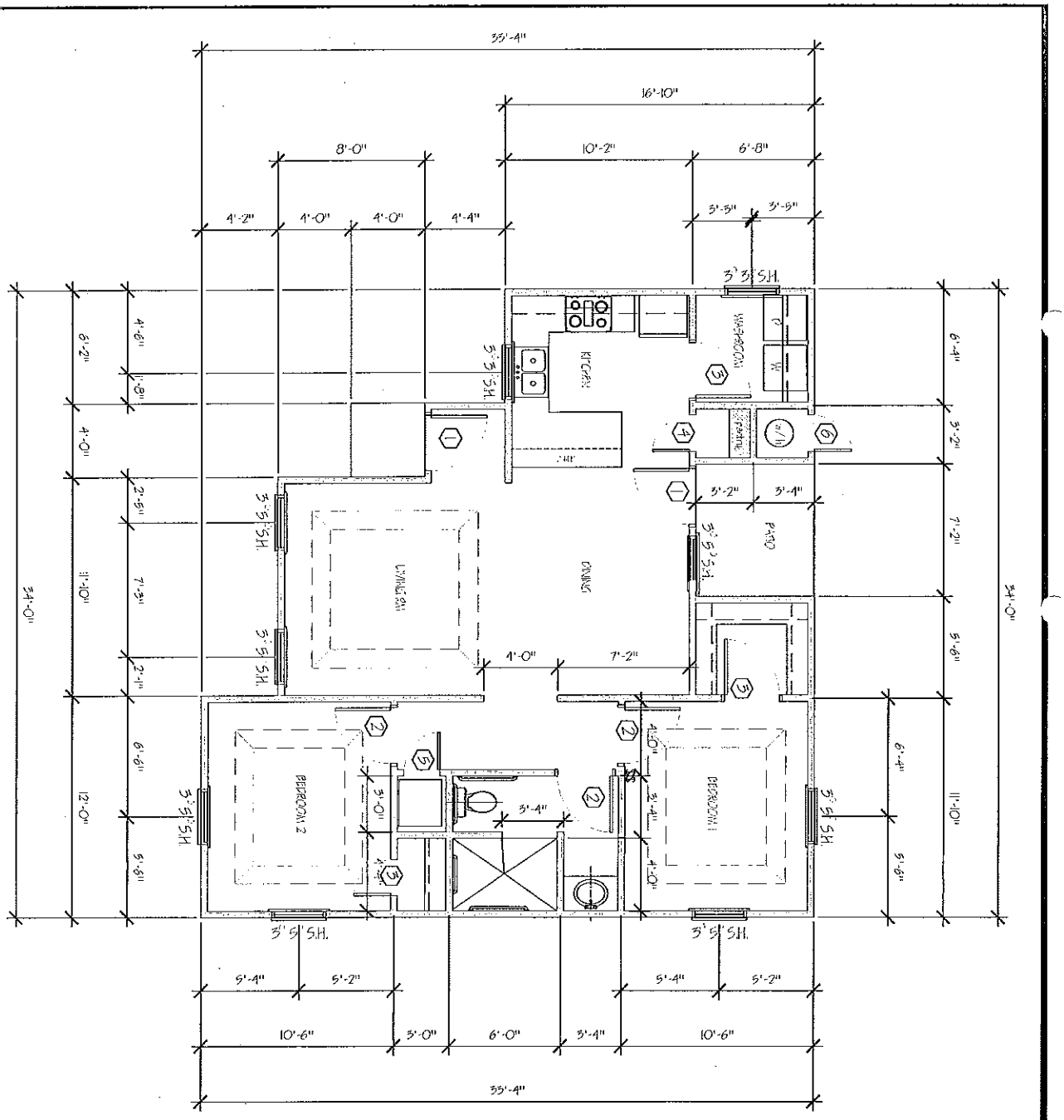
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PAGE 3

EZEQUIEL & JUANITA RODRIGUEZ

8009 MILE 1 EAST RD. MERCEDES, TX

TOTAL AREA
949 SQ. FT.



SQUARE FOOTAGE

	EST
LIVING AREA	612
PORCH / PATIO	
TOTAL SQ FT	949

DOOR SCEDULE

DR#	TASK	SZ X 8	TYPE	LOCKS
1	INSTALL NEW DOOR W/ LOW E GLASS	3'0"	INSTALL NEW LOW PROFILE THRESHOLD	USE KEY ENTRY LOCK W/ DEADBOLT
2	INSTALL NEW DOOR	3'0"	HOLLOW CORE	USE KEY FOR PRIVACY
3	INSTALL NEW DOOR	2'8"	HOLLOW CORE	USE KEY FOR PRIVACY
4	INSTALL NEW DOOR	2'0"	HOLLOW CORE	PASSAGE
5	INSTALL NEW DOOR	2'-4"	HOLLOW CORE	PASSAGE
6	INSTALL NEW DOOR	2'0"	HOLLOW METAL	PASSAGE
				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 11" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 8" FROM PORCH FLOOR.
-CLIENT IS RESPONSIBLE FOR CONNECTIONS FOR A GAS / ELECTRIC STOVE.
-INSTALL A MINIMUM OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
SLOAN BLUE SW 6949
EXTERIOR COLOR CHOICES TO BE OR MATCH:
SPACE WHITE SW 6203
PEARLY WHITE SW 6119
CADET GRAY SW 6124

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 8TH DAY OF JULY 2015

X Ezequiel Rodriguez
X Juanita Rodriguez

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

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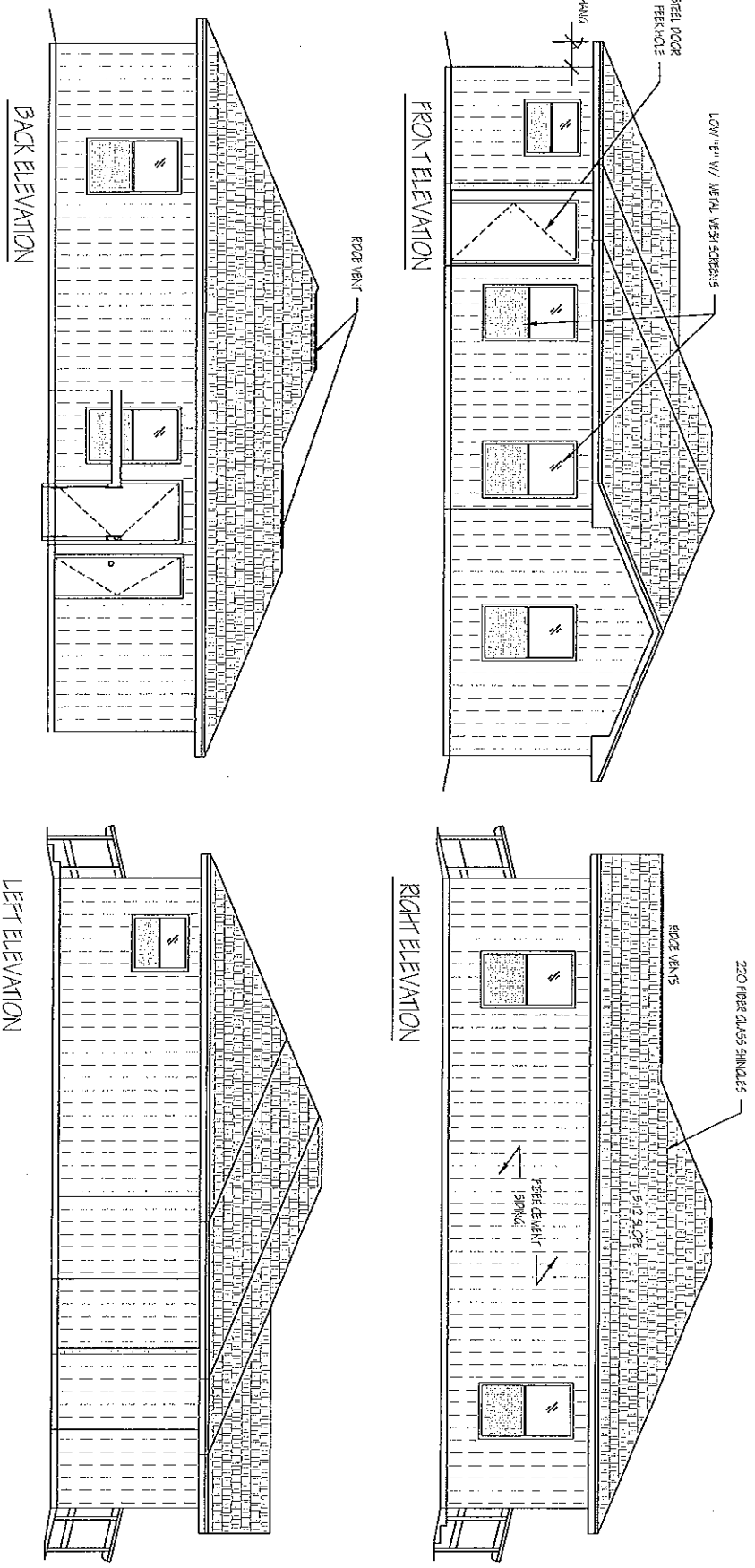
EZEQUIEL & JUANITA RODRIGUEZ
8009 MILE 1 EAST RD. MERCEDES, TX

TOTAL AREA
949 SQ. FT.



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

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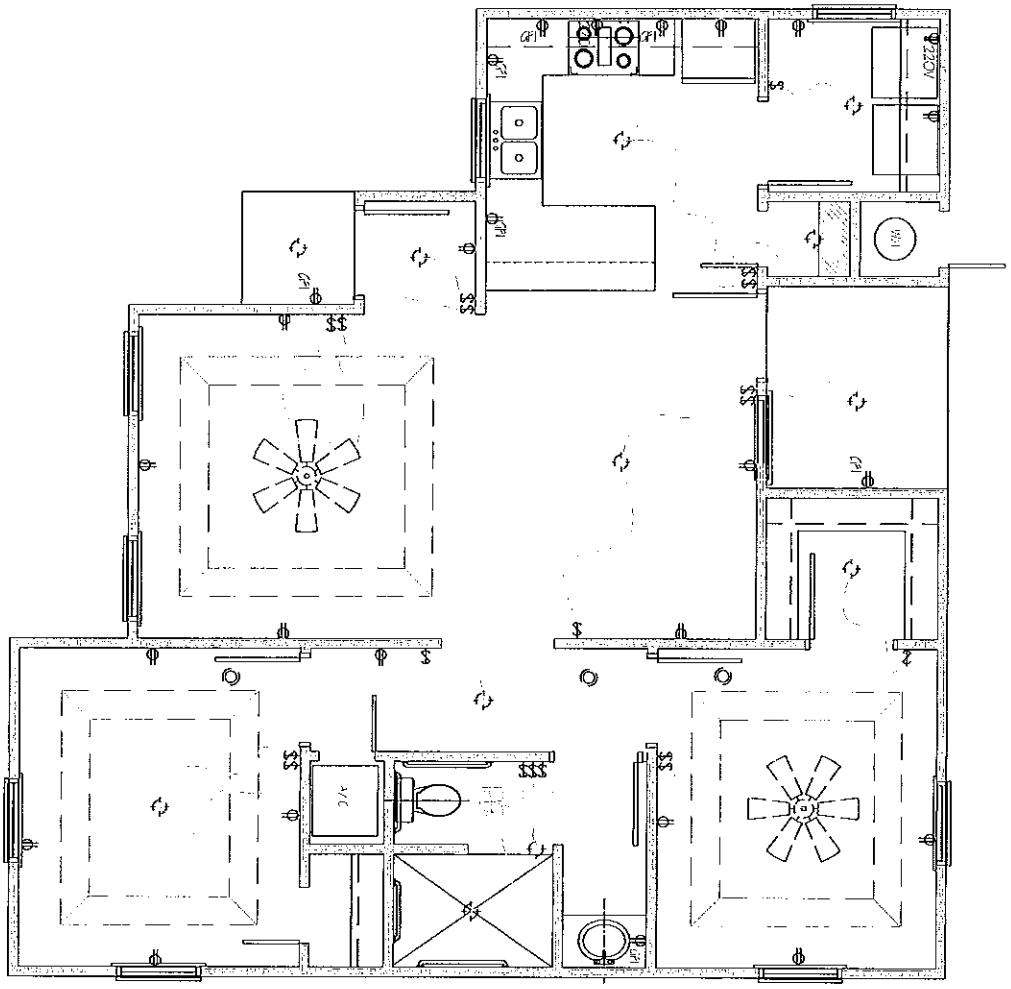
EZEQUIEL & JUANITA RODRIGUEZ

8009 MILE I EAST RD. MERCEDES, TX

TOTAL AREA
949 SQ. FT.



ELECTRICAL LEGEND

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

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

EZEQUIEL & JUANITA RODRIGUEZ

8009 MILE 1 EAST RD. MERCEDES, TX

TOTAL AREA
949 SQ. FT.

SPECIFICATIONS

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

OWNER (S) EZEQUIEL & JUANITA RODRIGUEZ CASE NO.: ME# 50-15-06 DATE: 7/8/15 ADDRESS: 8009 MILE 1 EAST RD MERCEDES, TX PHONE: 956-565-1140 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 12" 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.

x _____
NAME OF APPLICANT

x _____
NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	August 18, 2015
Demolition	August 27, 2015
Construction Start	August 28, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	November 25, 2015

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.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **August 18, 2015**, 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 C. Canales**

BORROWER'S ADDRESS:

600 Lee Garza 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 **$53,900.00**, 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 **$53,900.00**, 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: **$53,900.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____

Maria C. Canales

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: **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 **18th** day of **August 2015**, by **Maria C. Canales.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **18th** day of **August 2015**, 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 AUGUST 20, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

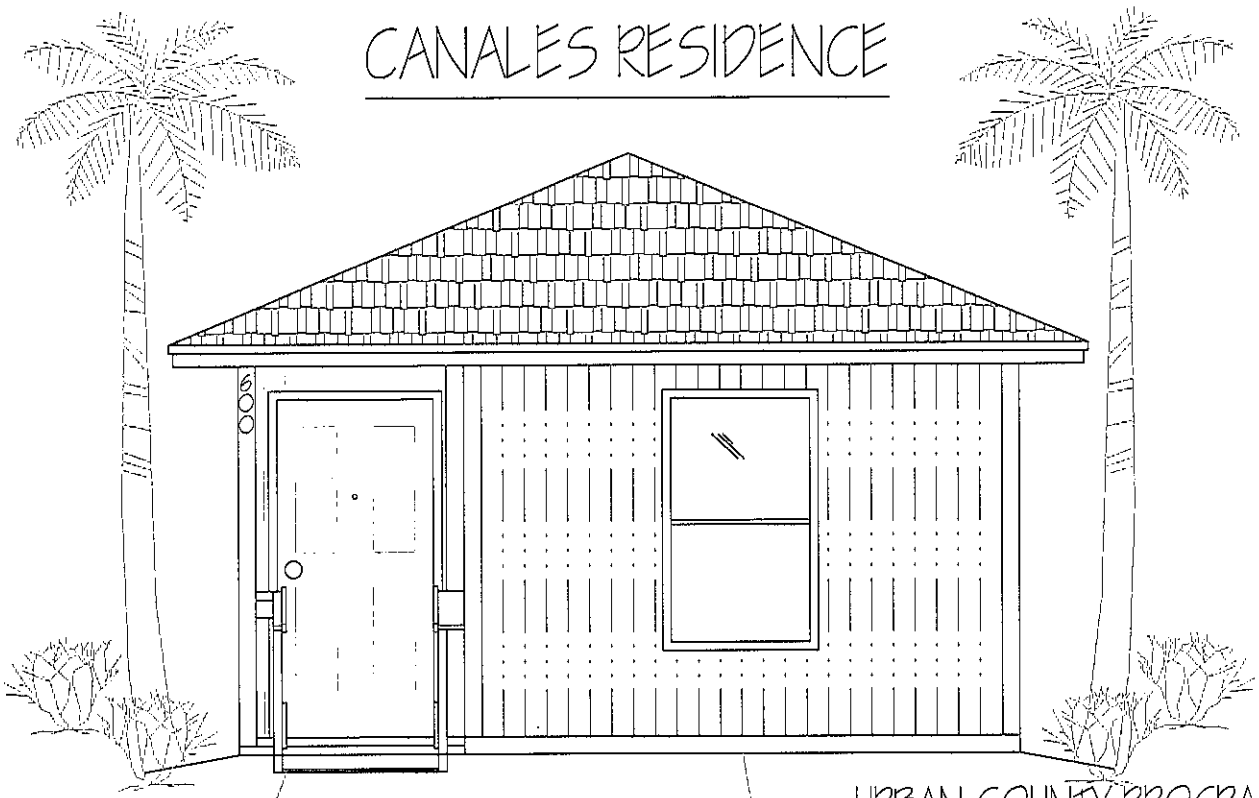
Maria C. Canales

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Being all of Lot 16 Blk 3 of the James M. Black Subdivision of the North 11.41 acres of the South 22.83 acres of the East 34.83 acres of FARM TRACT 54 WEST TRACT SUBDIVISION, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

CANALES RESIDENCE



MARIA CANALES
600 LEE GARZA ST.- WESLACO
(956) 968-5601

URBAN COUNTY PROGRAM
1916 TESORO BLVD. - ALAMO
(956) 787-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA CANALES
600 LEE GARZA ST. WESLACO, TX

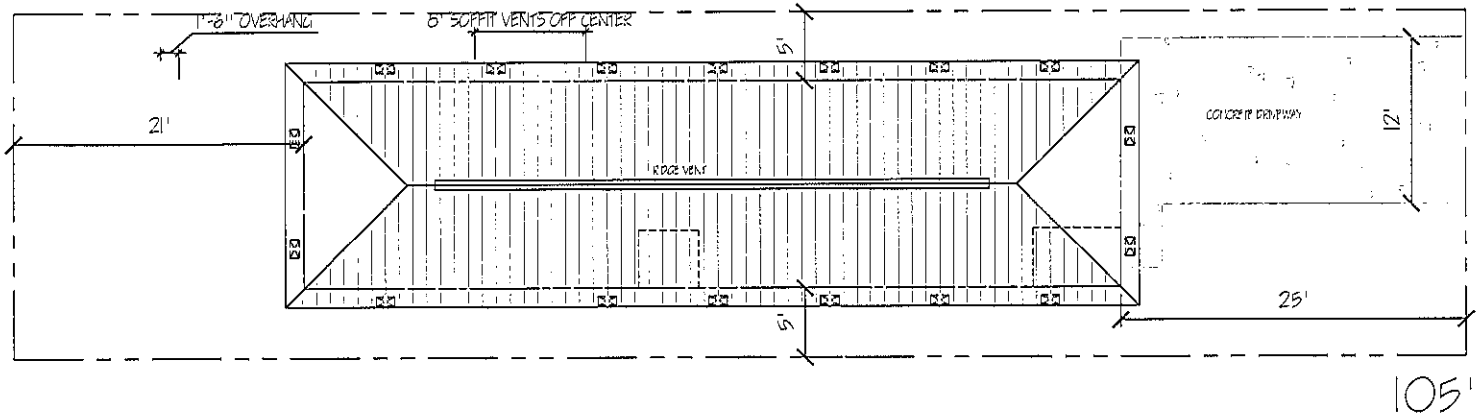
885 SQ. FT.

1 OF 7

X 105'

LOT 16, BLOCK 3 JAMES M. BLACK SUBDIVISION

25'



LEE GARZA ST.

105' X 25'

NOTE:

Please verify with city/ county on setbacks and for any requirements requarding 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.

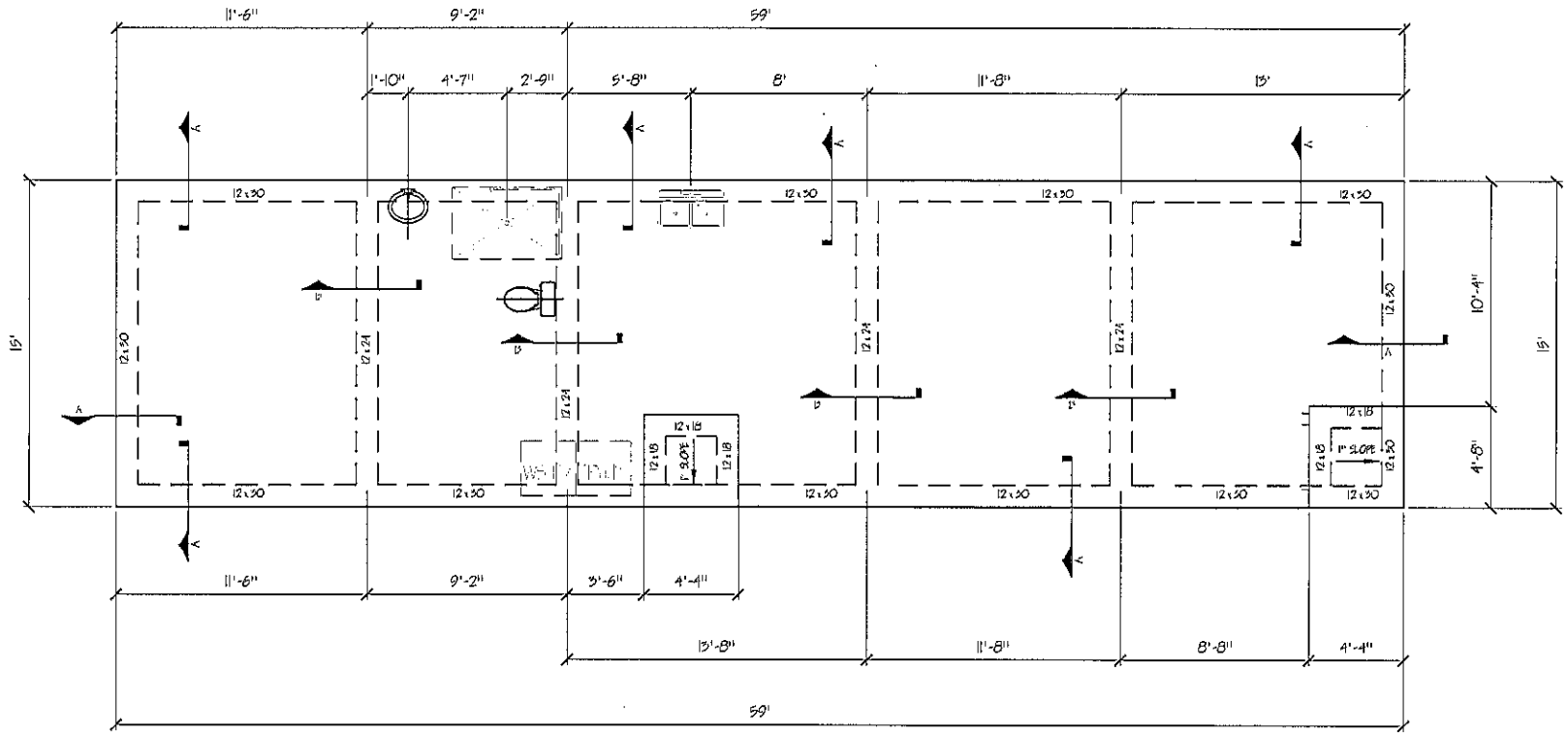
Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
Install both a ramp, steps and railings as per owners request of location.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.
House to be built on original location.

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

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA CANALES
600 LEE GARZA ST. WESLACO, TX

885 SQ. FT.



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

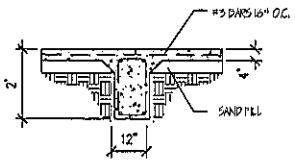
-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-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.

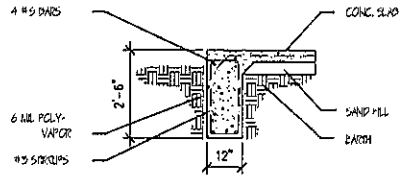
-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

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



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.



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.

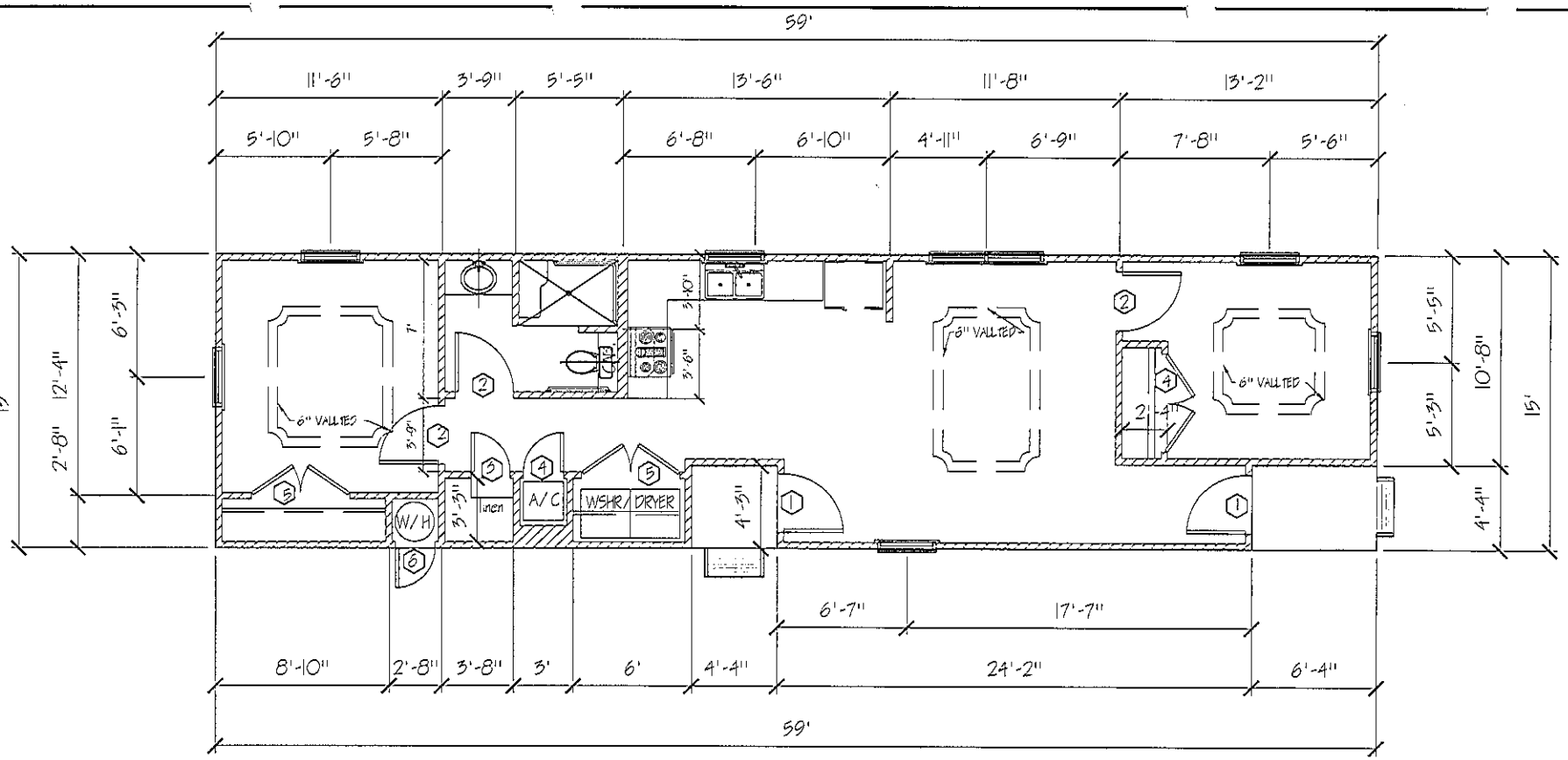
FOUNDATION PLAN

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA CANALES
600 LEE GARZA ST. WESLACO, TX

835 SQ. FT.

3 OF 7



SQUARE FOOTAGE

LIVING AREA	850
PORCH/ PATIO	45
TOTAL SQ. FT.	895

ELECTRICAL LEGEND

(W) WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL OUTLET	LIGHT SWITCH
220V ELECTRICAL RECEPTACLE	THERMOSTAT
GFI GROUND FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR
BATHROOM EXHAUST FAN	

DOOR SCEDULE

DR#	TASK	SIZE	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PANE PICTURE	3'-0" x 6'-8"	METAL W/ LOW-E GLASS W/ SCREEN	LEVER TYPE ENTRY LOCK W/ DEADBOLT
2	INSTALL NEW UNIT	3'-0" x 6'-8"	PILLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2'-0" x 6'-8"	PILLOW CORE	PRIVACY
4	INSTALL NEW UNIT	2'-0" x 6'-8"	PILLOW CORE	PASSAGE FOR A/C CLOSET
5	INSTALL NEW UNIT	(2) 2'-0" x 6'-8"	PILLOW CORE	PRIVACY
6	INSTALL NEW UNIT	2'-0" x 6'-8"	PILLOW VENT	LOCK W/ DEADLOCK

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 / PROPANE STOVE.
- INSTALL A MIN OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:

VAST SKY or SW 6502 — EXTRA WHITE or SW 7006

INTERIOR COLOR CHOICES TO BE OR MATCH:

CERTAIN TEACH or — IBIS WHITE or SW 7000

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 10TH DAY OF JULY 2015

X _____

FLOORPLAN

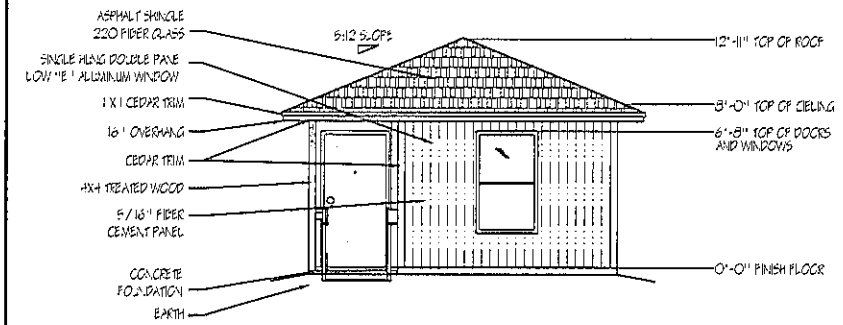
SCALE: NTS

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

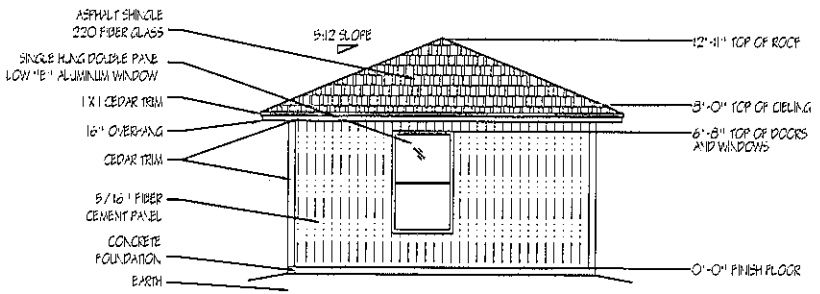
MARIA CANALES
600 LEE GARZA ST. WESLACO, TX

895 SQ. FT.

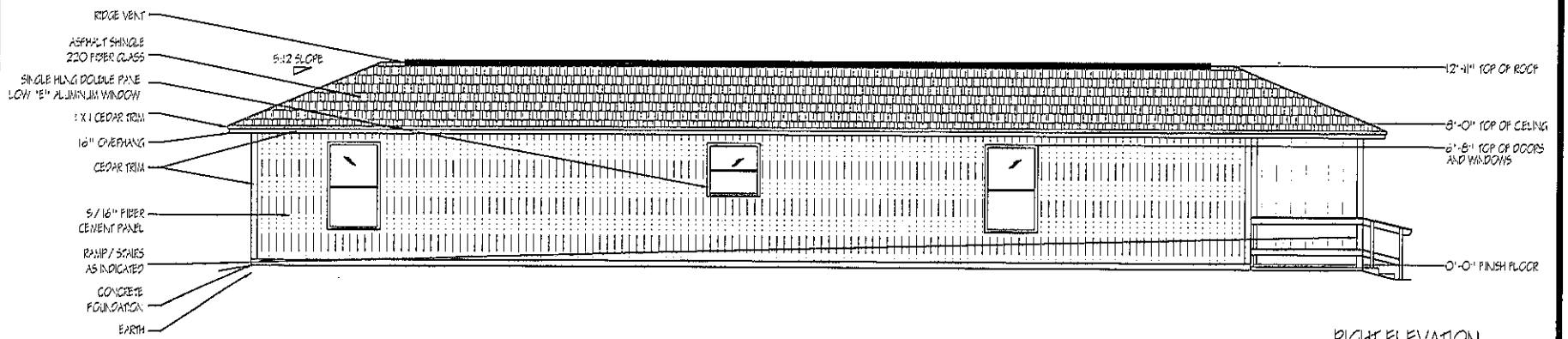
4 OF 7



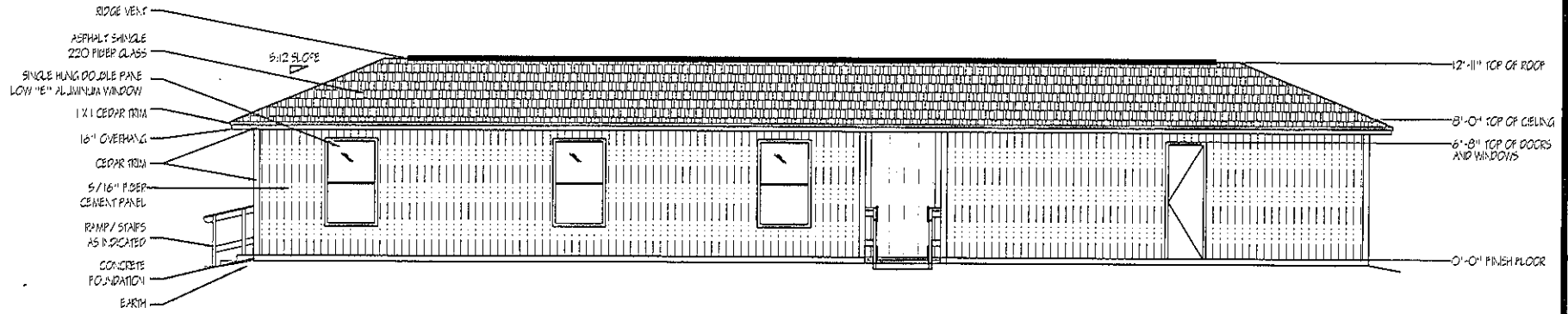
FRONT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



LEFT ELEVATION

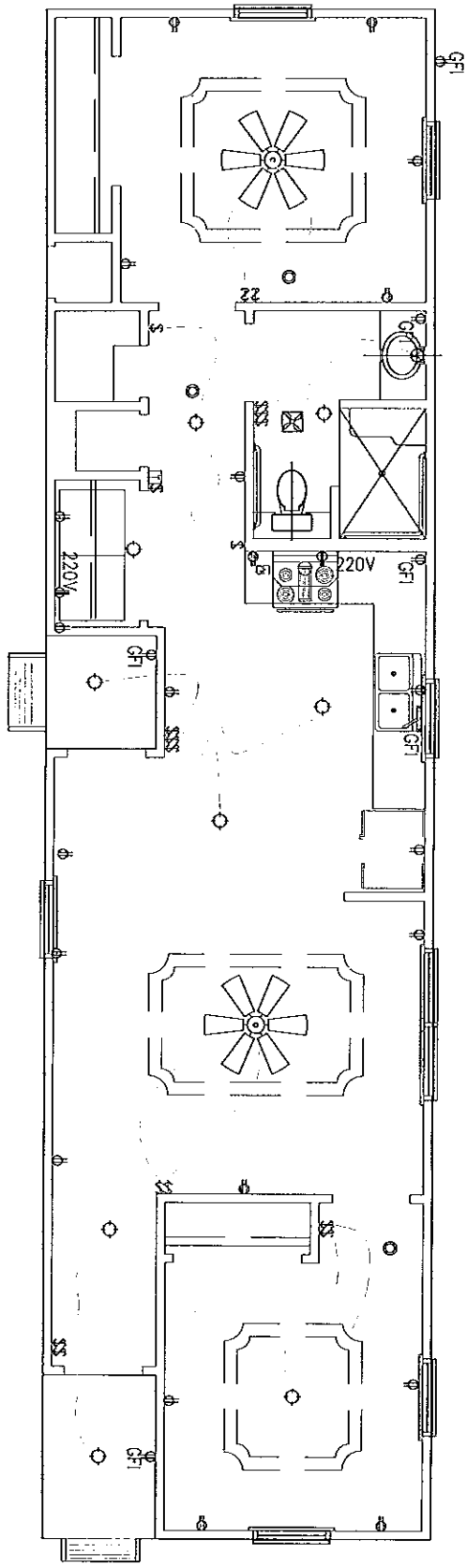
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

885 SQ. FT.

MARIA CANALES
600 LEE GARZA ST. WESLACO, TX

5 OF 7



ELECTRICAL LEGEND

	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT	S	LIGHT SWITCH
220V	220 VOLT ELECTRICAL RECEPTACLE	T	THERMOSTAT
GFI	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR
	BATHROOM EXHAUST FAN		

ELECTRICAL PLAN

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

6 OF 7	MARIA CANALES 600 LEE GARZA ST. WESLACO, TX	885 SQ. FT.

SPECIFICATIONS

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

OWNER (S) MARIA CANALES CASE NO.: WE# 80-15-02 DATE: 7/10/15 ADDRESS: 600 LEE GARZA ST WESLACO, TX PHONE: 956-968-5601 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.
- ⅝ "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 THROUGHOUT 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.

Maria Canales

NAME OF APPLICANT

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	August 18, 2015
Demolition	August 27, 2015
Construction Start	August 28, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	November 25, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$53,900.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$53,900.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **August 18, 2015**, 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 I. Gomez**

BORROWER'S ADDRESS:

P.O. Box 214
Edcouch, Texas 78538

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: **Rene Garza dba G & G Contractors**

CONTRACTOR'S ADDRESS:

5125 S. Hwy 281, Ste. 3
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$54,300.00**, 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 **$54,300.00**, 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: **$54,300.00**

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 (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by

Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal

warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(s):

_____

Maria I. Gomez

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: **Rene Garza**
Its: **G & G Contractors**

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

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **18th** day of **August, 2015**, by **Maria I. Gomez.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **18th** day of **August 2015**, by **Rene Garza, DBA G & G Contractors, a Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, DBA G & G CONTRACTORS, AT 5125 S. HWY 281, STE. 3, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF AUGUST 20, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(s):

_____

Maria I. Gomez

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

All of Lot 1 & 2 Blk 12 Castillo Colonia Subdivision No. 2 an addition to the City of Elsa Hidalgo County Texas.

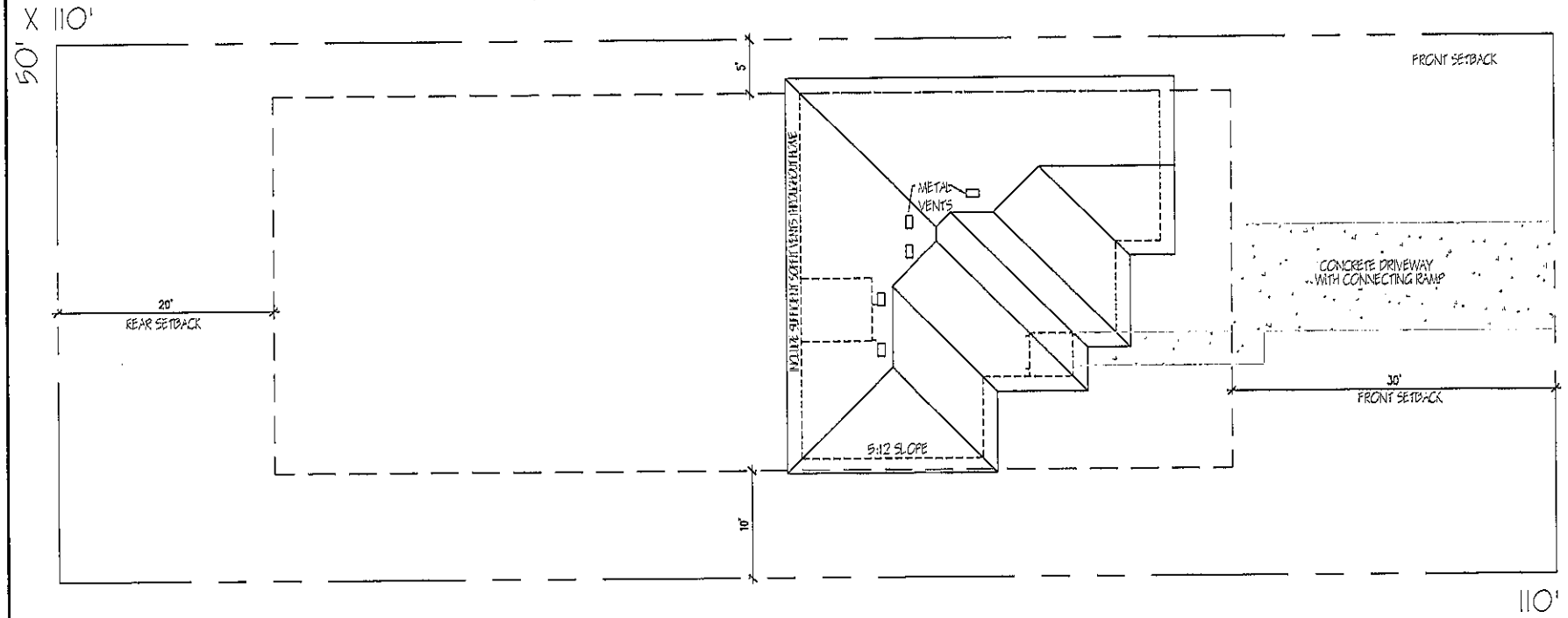
EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PAGE 1	MARIA I. GOMEZ 445 W. 11 ST. - ELSA, TX	TOTAL AREA 949 SQ. FT.

LOT 1 & 2, BLOCK 12, COLONIA CASTILLO 2 ADDITION TO CITY OF ELSA



NOTE:

Please verify with city/ county on setbacks and for any requirements requarding sidewalk, driveway, landscaping, and any other obligations as per city requlations/ 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 needed and is more than 10 yrs old.

1 ROOF/ PLOT PLAN

XREF SCALE: N.T.S.

URBAN COUNTY PROGRAM

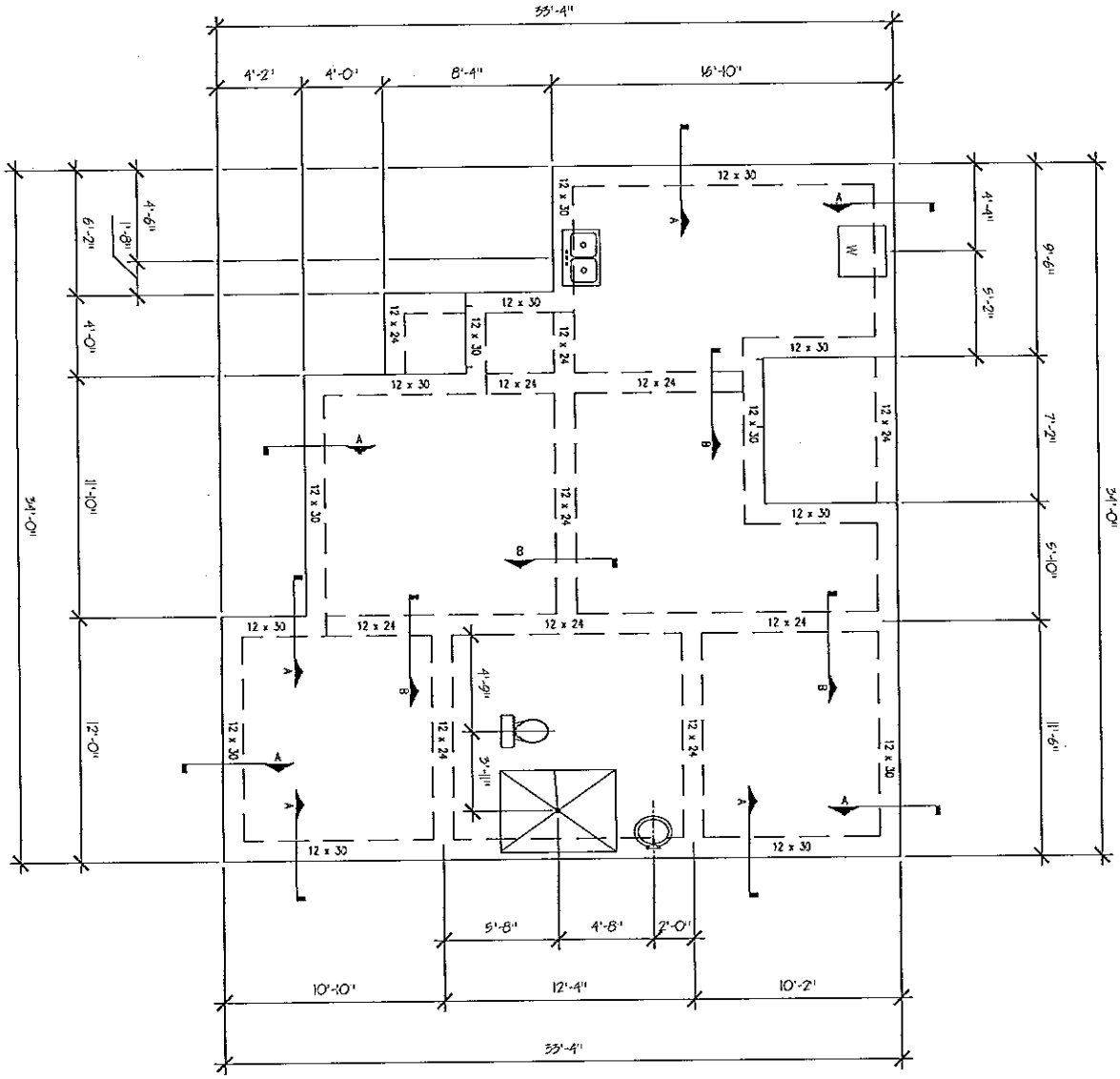
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA I. GOMEZ

445 W. 11 ST. - ELSA, TX

TOTAL AREA 949 SQ. FT.

PAGE 2



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"WIDE WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

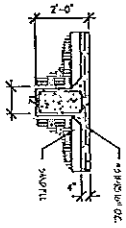
-INTERIOR BEAMS TO BE 12"WIDE WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS AT ALL CORNERS & INTERSECTIONS 2'X2' - #3 AT 1'6"X6" #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

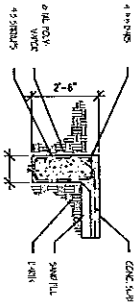
-ASSM'L ANCHOR BOLTS AT PERIMETER AT 4' O.C.

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

B-INTERIOR BEAM



A-EXTERIOR BEAM



URBAN COUNTY PROGRAM

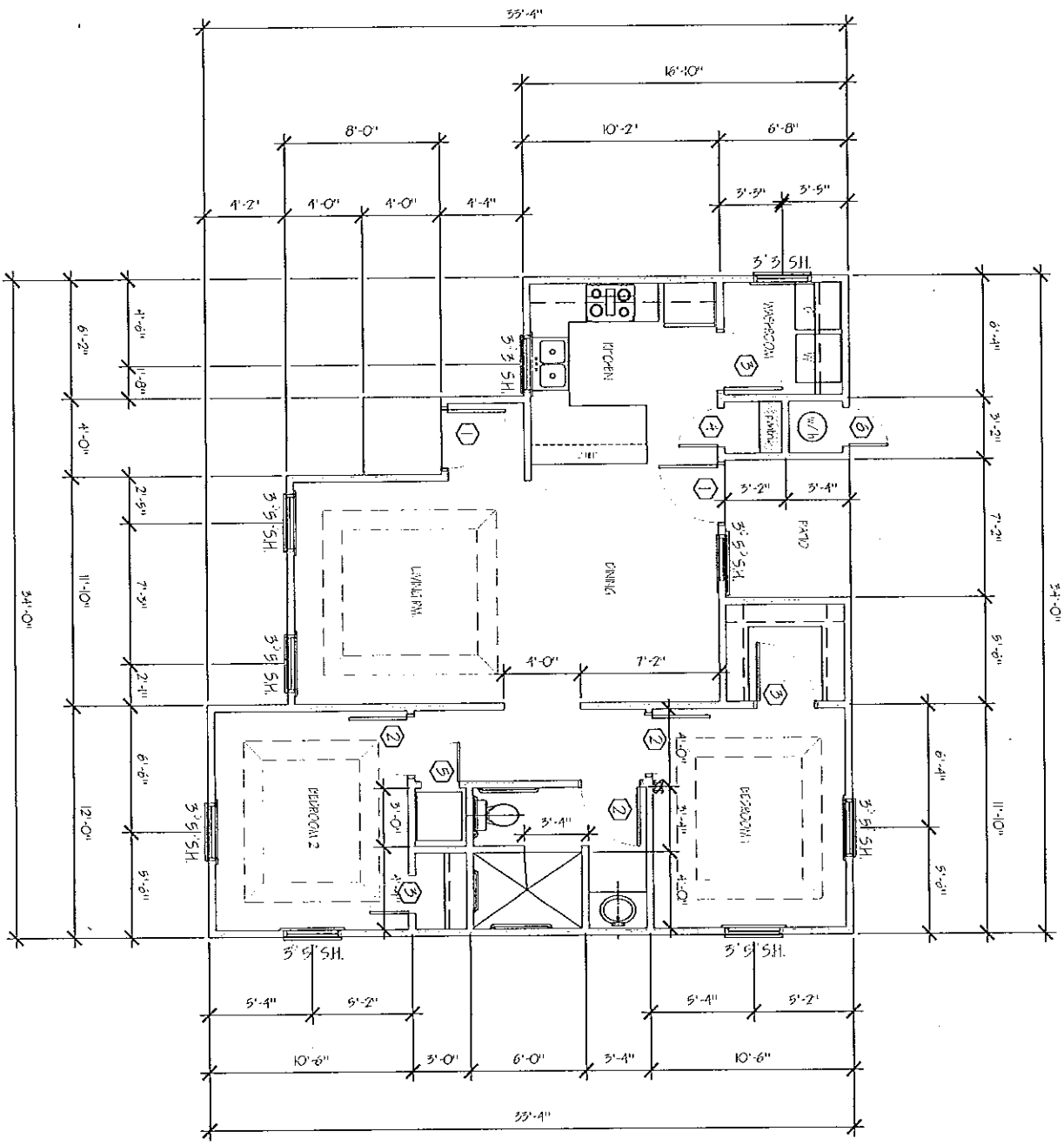
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PAGE 3

MARIA I. GOMEZ

445 W. 11 ST. - ELSA, TX

TOTAL AREA
949 SQ. FT.



SQUARE FOOTAGE

	EST
LIVING AREA	
PORCH, YARD	sq
TOTAL SQ. FT.	(+/-)

DOOR SCEDULE

DR#	TASK	SZ X 6' 8"	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DML PRTP. DOORS	3'0	METAL W/ LOW-E DUAL PANE GLASS	LEVER W/ DEADBOLT
2	INSTALL NEW UNIT	3'0	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2'8	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2'0	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	2'0, 4'0	HOLLOW CORE	A/C CLOSET PASSAGE
6	INSTALL NEW UNIT	2'0	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE MIN. 16" OVERHANG

-SUPPLY ROOF / SOFFIT VENTS WHERE NEEDED

-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 11" FROM PORCH FLOOR

-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.

-CLEAN [illegible] CONNECTIONS FOR A GAS / ELECTRIC STOVE.

-INSTALL MINIMUM OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6520 or RODEO BLUE SW 7005 or PURE WHITE
INTERIOR COLOR CHOICES TO BE OR MATCH:
SW 7023 or EGGSHELL SW 7005 or PURE WHITE

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS ____ DAY OF ____ 2016

Marisa Ivonne Gomez

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

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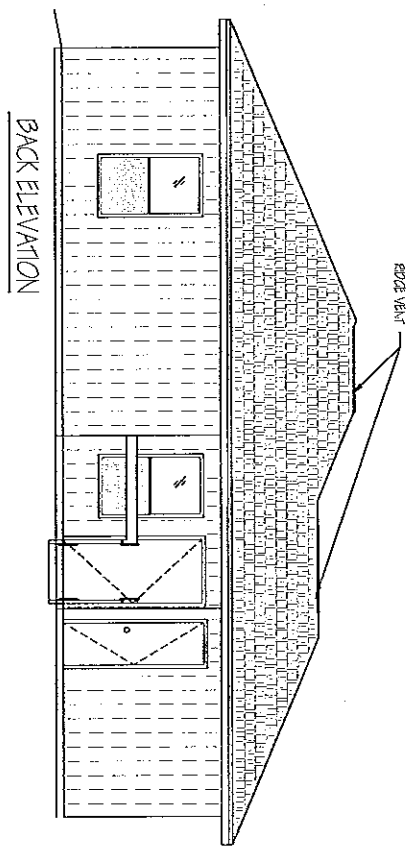
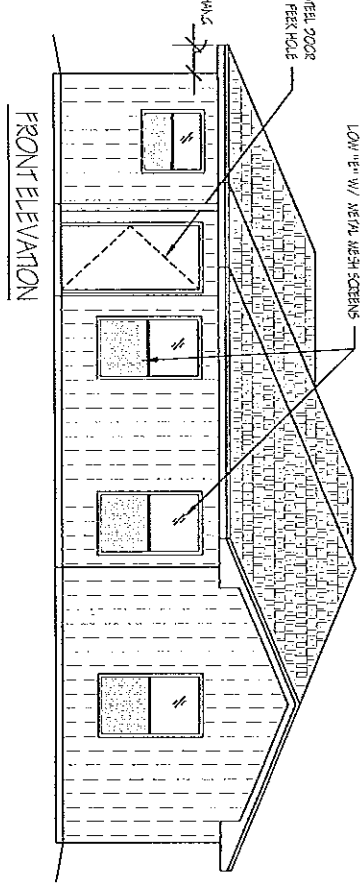
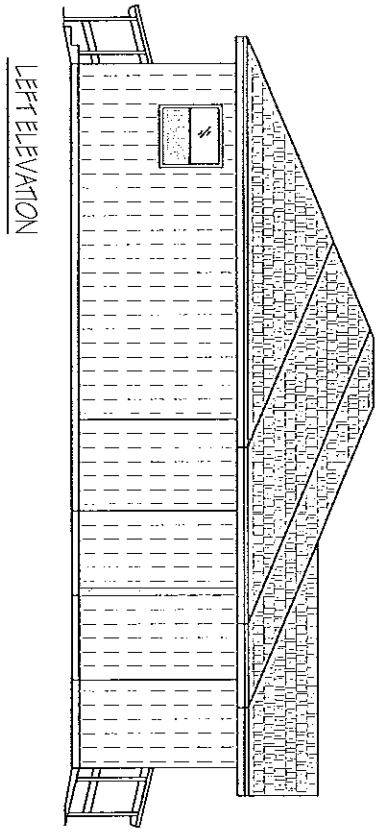
MARIA I. GOMEZ

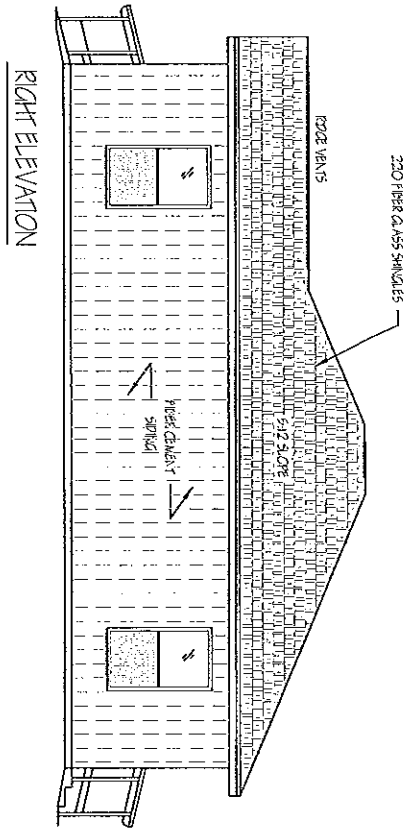
445 W. 11 ST. - ELSA, TX

TOTAL AREA
949 SQ. FT.









URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PAGE 5

MARIA I. GONEZ

445 W. 11 ST. - ELSA, TX

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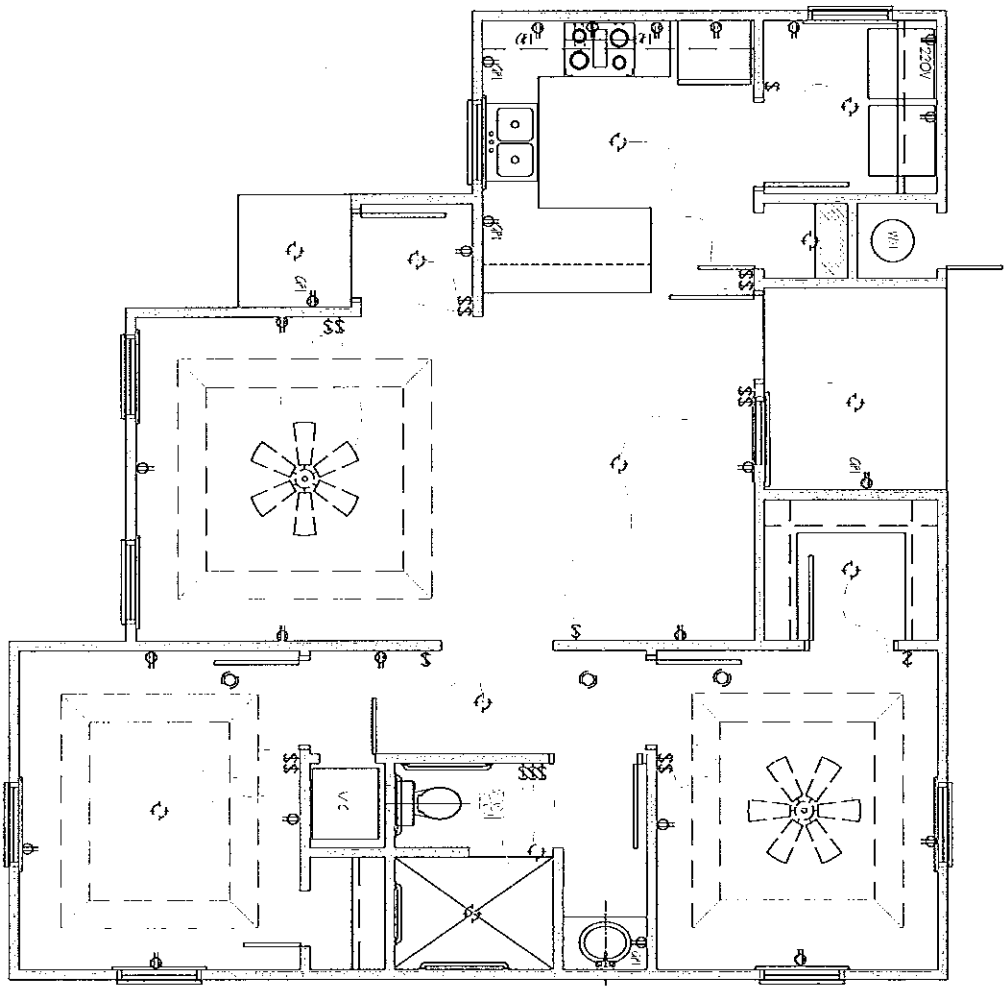

ELECTRICAL LEGEND

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

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

MARIA I. GOMEZ

445 W. 11 ST. - ELSA, TX

TOTAL AREA
949 SQ. FT.

SPECIFICATIONS

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

OWNER (S) MARIA I. GOMEZ CASE NO.: EL 50-15-06 DATE: 7/8/15 ADDRESS: 445 W. 11th St. ELSA, TX PHONE: 956-355-0080 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 12" 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.

_____

NAME OF APPLICANT

_____

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	August 18, 2015
Demolition	August 27, 2015
Construction Start	August 28, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	November 25, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$54,300.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$54,300.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

AI-50932 **Precinct #2** **17. A.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 CRC - Alamo:
Requesting approval to accept a donation of the following items from Workforce Solutions to be used at the Alamo CRC Center:

Quantity	Item
6	Computers with Monitors, keyboard and mouse
1	Internet Switch
3	24" x 72" Folding Tables

BACKGROUND

Fair market value:
6 computers $150.00 each
Switch $40.00
3 tables $40.00 each

Total FMV $1,060.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact to accept donation

Attachments

letter

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Debbie Tamez	08/14/2015 03:14 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Angela Garcia Started On: 08/14/2015 11:42 AM

Final Approval Date: 08/14/2015

workforce
SOLUTIONS
a TALENT for BUSINESS

August 10, 2015

Eduardo "Eddie" Cantu
Commissioner Precinct 2
County of Hidalgo
300 W. Hall Acres, Suite G
Pharr, Texas 78577

Dear Commissioner Cantu:

Workforce Solutions, a not-for-profit corporation, is one of 28 local workforce development boards in the State of Texas that serves Hidalgo, Starr and Willacy counties. Our mission is to provide job seekers the skills, and business the talent, they need to be successful. As such, Workforce Solutions is continuously focused on building strategic partnerships with business, education, government and community-based organizations to leverage resources for our customers.

Workforce Solutions would like to partner with Hidalgo County Precinct 2 (Pct. 2) to provide access to our services at the community resource centers located in colonias. Partnering with Pct. 2 helps with eliminating the barrier of transportation for customers and gives them the opportunity to access Workforce Solutions services close to home. In an effort to expand our program services to customers who live in colonias, Workforce Solutions is committed to donate the following items to the South Alamo Community Resource Center:

1) Six (6) computers with monitors, keyboard and mouse;
2) One (1) switch to provide internet connectivity to all six (6) computers; and
3) Three (3) 24" X 72" folding tables.

We look forward to establishing a strong partnership with Pct. 2, as we work to ensure customers who are eligible for Workforce Solutions services have access to those opportunities. Please do not hesitate to contact me at (956) 928-5000 if you have any questions.

Sincerely,

Francisco Almaraz
Chief Executive Officer
Workforce Solutions

AI-50924 **Precinct #2** **17. B.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo, Texas and the City of San Juan, Texas concerning certain road improvements to Owassa Road from Raul Longoria to Alamo Road (FM 907).

2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding road improvements to Owassa Road from Raul Longoria to Alamo Road (FM 907).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding by both Precincts will be allocated upon Project Commencement.

Attachments

Interlocal Agreement
Legal Approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2015 11:01 AM
Ivan Cantu	Ivan Cantu	08/14/2015 11:29 AM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Erika Zamora		Started On: 08/14/2015 10:33 AM
Final Approval Date: 08/14/2015		

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY
AND THE CITY OF SAN JUAN TEXAS

THIS Interlocal Cooperation Agreement is made on the ____ day of _____, 2015 by and between the County of Hidalgo Texas, hereinafter referred to as "County" and the City of San Juan, Texas, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act.

WHEREAS, a portion of Owassa Road, from Raul Longoria to Alamo Road (FM 907) (the "Road");

WHEREAS, a portion of the Road of 6859 linear feet lies within the corporate limits of the City of San Juan and the remainder of Road to be reconstructed is within the County with the total approximate linear feet of the Road of 4000 linear feet.

WHEREAS, the Road requires reconstruction;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable;

WHEREAS, it would serve a legitimate county purpose to reconstruct the Road as the Road is a connecting link to roads of the County; and

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et.seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. County, through Precinct 2 and Precinct 4 shall reconstruct the Road to County standard requirements. The estimated cost of the reconstruction of the Road is approximately One Hundred Ninety-Five Thousand and 00/100ths Dollars ($195,000.00) which Precinct 2 and Precinct 4 will pay the final cost of the reconstruction of the Road in equal proportions.

2. The County, at its own cost, will provide all engineering design and technical assistance required by County's in house engineer(s) subject to City's approval of such engineering.

3. As the Road provides a major interconnecting link to the County's road system County finds the reconstruction of the Road is a county purpose as the Road connects Veterans, Cesar Chavez and Alamo Roads is an integral part of the road system of the County.

4. City, pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein within its corporate city limits.

5. Maintenance of the Road within the City corporate limits shall remain the responsibility of the City following the reconstruction of the Road. County following the reconstruction of the Road shall have no further obligation to maintain the portion of the Road lying within the corporate limits of City.

6. Reconstruction of the Road shall take no longer than thirty (30) days following City's notice to proceed with the reconstruction of the Road issued to County by City.

7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

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

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

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

11. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City:	City of San Juan Attention: San Juanita Sanchez, City Mayor 709 S. Nebraska St. San Juan, Texas 78589
If to County:	County of Hidalgo County Attention: County Judge Ramon Garcia P.O. Box 758 Edinburg, Texas 78540-0758
With copies to:	Commissioner Eduardo “Eddie” Cantu, Precinct 2 300 W. Hall Acres, Suite G Pharr, Texas 78577
	Commissioner Joseph Palacios, Precinct 4 1051 N. Doolittle Road Edinburg, Texas 78539

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

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

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

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

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

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

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

19. **Governmental Purpose**. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

CITY OF SAN JUAN

_____
San Juanita Sanchez, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

By: _____
Gilbert Vasquez
San Juan City Attorney

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through Precinct 2 and Precinct 4 and the City of San Juan, Texas shall reconstruct a portion of Owassa Road from Raul Longoria to Alamo Road (the "Road") which Road lies partially within the corporate limits of the City of San Juan.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Zimbra **erika.zamora@co.hidalgo.tx.us**

Fwd: ICA City of San Juan, Texas Owassa Road from Raul Longoria to Alamo Rd.

From : Armando Garza Jr. <armando.garzajr@co.hidalgo.tx.us>
Thu, Aug 13, 2015 04:05 PM
2 attachments

Subject : Fwd: ICA City of San Juan, Texas Owassa Road from Raul Longoria to Alamo Rd.

To : Erika Zamora <erika.zamora@co.hidalgo.tx.us>

For attachment to the agenda item.

Begin forwarded message:

From: "Stephen L. Crain" <scrain@atlashall.com>
Date: August 11, 2015 at 11:16:27 AM CDT
To: "'Armando Garza Jr.'" <armando.garzajr@co.hidalgo.tx.us>
Subject: ICA City of San Juan, Texas Owassa Road from Raul Longoria to Alamo Rd.

Hello Mr. Garza:

As per our conversation pursuant to your request, attached is the Interlocal Agreement with City of San Juan regarding Owassa, Raul Longoria and Alamo Roads. If you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an

attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

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image001.jpg
5 KB

ICA Owassa Rd from Raul Longoria to Alamo Rd..pdf
85 KB

AI-50785 **Precinct #2** **17. C.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo, City of San Juan, and City of Alamo, concerning certain road improvements to Cesar Chavez Road from Nolana Loop South to Business 83.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding certain Phase I, II, and III road improvements to Cesar Chavez Road from Nolana Loop South to Bus 83.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-XXX-0-841

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

BUDGETARY IMPACT:

Fund 1345 2014 CO's will be utilized for the Pct 2 Cesar Chavez Road Project and funding will be appropriated upon approval of Work Authorization for Phase I of project.

Attachments

Interlocal Agreement

Legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:42 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Erika Zamora		Started On: 08/07/2015 09:31 AM
Final Approval Date: 08/14/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY, THE CITY OF SAN JUAN, AND THE CITY OF ALAMO, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO CESAR CHAVEZ RD. FROM NOLANA LOOP SOUTH TO BUSINESS 83.

THIS agreement is made on this _____ day of _____, 2015 by and among the COUNTY OF HIDALGO,TEXAS, hereinafter referred to as "COUNTY", the CITY OF SAN JUAN, TEXAS, hereinafter referred to as "SAN JUAN", and the CITY OF ALAMO, TEXAS, hereinafter referred to as "ALAMO" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, both SAN JUAN and ALAMO are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, both SAN JUAN and ALAMO are cities created under the laws of Texas;

WHEREAS, the COUNTY is a county in the State of Texas;

WHEREAS, Cesar Chavez Road from Nolana Loop South to Business 83, which traverses within the jurisdictions of SAN JUAN and ALAMO and is a vital North-South road within the COUNTY that is an interconnecting link to the COUNTY roadway system and is in need of expansion to a four lane roadway facility; (the "Road");

WHEREAS, The Hidalgo County Metropolitan Planning Organization (HCMPO) has identified the Cesar Chavez Road project within it's financially constrained Metropolitan Transportation Plan;

WHEREAS, COUNTY, will be the fiduciary agent for this project and assume the role of project development lead, for all phases as identified below:

Phase I – Environmental Assessment, Public Involvement, Schematic
Phase II – Plans, Specifications, and Estimate (PS&E)
Phase III – ROW Acquisition Tasks

WHEREAS, the total estimated Phase I, II, & III local cost for the project is $5,526,816.52;

WHEREAS, SAN JUAN desires to cooperate by contributing a fixed lump sum amount of $1,000,000.00 to COUNTY toward the development of the Phase I, II, & III for the project;

WHEREAS, ALAMO desires to cooperate by contributing a fixed lump sum amount of $1,000,000.00 to COUNTY toward the development of the Phase I, II & III for the project;

WHEREAS, COUNTY desires to cooperate by contributing the remainder of all costs required for Phase I, II & III for the project.

WHEREAS, COUNTY, SAN JUAN and ALAMO are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, ALAMO and its city council find that the improvement of Cesar Chavez serves a public purpose pursuant to the Texas Constitution, art. III, §5-a which requires that a legislature use public money for public purposes.

NOW, THEREFORE, COUNTY, SAN JUAN and ALAMO, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. COUNTY agrees to complete Phase I, II & III of the project development, which includes the Following:
   Phase I Environmental Assessment, Public Involvement, Schematic,
   Phase II Plans, Specifications, and Estimate (PS&E)
   Phase III ROW Acquisition Tasks
   and is particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phases I, II & III.

2. The Road at various points passes through the jurisdiction of SAN JUAN and ALAMO and forms a connecting link or integral part of the regional transportation system of the COUNTY roads.

3. The total Phase I, II & III for project development cost will be $5,526,816.52.

4. SAN JUAN agrees to contribute a fixed lump sum amount of $1,000,000.00 to COUNTY toward the development of the Phase I, II & III for the project, payable by SAN JUAN to COUNTY on or before October 1, 2015.

5. ALAMO agrees to contribute a fixed lump sum amount of $1,000,000.00 to COUNTY toward the development of the Phase I, II & III for the project, payable by ALAMO to COUNTY at time of execution of this Agreement.

6. City of San Juan, as legal owner in common with Hidalgo County of Cesar Chavez Road in Fee Simple, agrees to retain its ownership rights as of the date of this interlocal agreement, hereby acknowledges the city of ALAMO'S investment in Cesar Chavez Road for the public purpose of improving the road to the benefit of the community.

7. The city of San Juan hereby agrees to Maintain Cesar Chavez road as a public roadway, and further agrees to maintain the improvements performed thereto, on their ownership portion of Cesar Chavez Road, as per this interlocal agreement.

8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

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

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

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

12. **Amendment:** This Agreement can't be amended, changed, modified, supplemented or revised unless it is evidenced in writing and signed by all parties to this agreement.

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

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

If to San Juan: City of San Juan
Attention: Honorable San Juanita Sanchez, Mayor
709 S. Nebraska St.
San Juan, Texas 78589

If to Alamo: City of Alamo
Attention: Honorable Diana Martinez, Mayor
420 N. Tower Road
Alamo, Texas 78516

If to County: Hidalgo County, Texas
Attn: Honorable Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

Copies to: Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
300 W Hall Acres Ste G
Pharr, Texas 78577

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

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

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

18. **Assignment:** This Agreement shall not be assignable.

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

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

21. **Authority to Execute:** The execution and performance of this Agreement by Hidalgo County, the City of San Juan and the City of Alamo have been

duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and Cities in accordance with its terms.

22. **Governmental Purpose:** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

24. Following completion of construction of the Road each party hereto shall maintain the road within their respective jurisdictions where applicable.

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

CITY OF SAN JUAN

By: _____
San Juanita Sanchez, Mayor

ATTEST:

_____
City Secretary

CITY OF ALAMO

By: _____
Diana Martinez, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:
Vasquez Law Firm

By: _____
Gilbert Vasquez
San Juan City Attorney

APPROVED AS TO FORM:

By: _____
Damian Orozco
Alamo City Attorney

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding certain Phase I, II & III road improvements to Cesar Chavez Rd. from Nolana Loop South to Business 83 (the "Road"), a section which is in part within the city limits of said cities and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with Hidalgo County the City of San Juan, and the City of Alamo, Texas.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"
Cesar Chavez Rd.
ESTIMATED PRELIMINARY PROJECT FACT SHEET COSTS

ROADWAY PROJECT:	Ceasar Chavez Rd.
SECTION I LIMITS:	from Nolana Loop South to Business 83
EXISTING ROADWAY SECTION:	2 Lane Rural (Varies)
EXISTING ROW WIDTH:	50' to 70' Varies
PROPOSED ROADWAY SECTION:	4-lane urban w/o Shoulders
PROPOSED ROW WIDTH:	80-FT
LENGTH FOR 4-LANE ROADWAY	2.8 Miles
ESTIMATED CONSTRUCTION COST ~ (ROADWAY/OUTFALL/SIGNALS)	**$13,900,000.00**

ESTIMATED PROJECT COSTS	*ESTIMATED % LOCAL COST*	*TOTAL ESTIMATED PROJECT COST*	*ESTIMATED LOCAL COST*
WORK AUTHORIZATION NO. 1			
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN			
Environmental Document for TxDOT/FHWA **(18 months)**	100%	$ 174,850.00	$ 174,850.00
Public Involvement for the project with stakeholders and 1 Public Meeting (3 Months)	100%	$ 41,625.00	$ 41,625.00
Archeological and Historical Research	100%	$ 65,000.00	$ 65,000.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 56,500.00	$ 56,500.00
Schematic for Roadway (TxDOT/FHWA)	100%	$ 225,160.00	$ 225,160.00
Hydrological Map for Outfall Drain Ditch (HCDD#1)	100%	$ 91,000.00	$ 91,000.00
Schematic Design for Outfall (New Location)	100%	$ 49,500.00	$ 49,500.00
Estimated Environmental Document Review Charges by TxDOT	100%	$ 80,000.00	$ 80,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	$ 57,000.00	$ 57,000.00
Preliminary Compensable Utilities Identification on Schematic	100%	$ 54,000.00	$ 54,000.00
Update Schematic based on comments as provide by TxDOT/FHWA	100%	$ 58,000.00	$ 58,000.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	$ 22,500.00	$ 22,500.00
Public Involvement for 1 Public Hearing	100%	$ 41,625.00	$ 41,625.00
SUB-TOTAL		**$ 1,016,760.00**	**$ 1,016,760.00**
WORK AUTHORIZATION NO. 2			
PHASE II - PS&E and CONSTRUCTION OVERSIGHT			
Field Surveys for Design and Construction	100%	$ 134,400.00	$ 134,400.00
Geotechnical & Pavement Design for TxDOT	100%	$ 119,000.00	$ 119,000.00
PS&E Development Roadway (7% Engineering Fee)	100%	$ 1,053,000.00	$ 1,053,000.00
Update PS&E based on comments as provide by TxDOT (Pharr District and Austin Divisions)	100%	$ 66,000.00	$ 66,000.00
10 ~ Signal Designs & Warrants (BUS83,Carrol Rd., I2, Nebraska, FM495, Sioux Rd., Eldora, Nolana)	100%	$ 250,000.00	$ 250,000.00
Permitted Utilities Coordination to adjust	100%	$ 145,800.00	$ 145,800.00
ROADWAY CONSTRUCTION COST (80/20 minus EDC ~ Reduction to 20% Share)	2.20%	$ 13,900,000.00	$ 305,800.00
Local Let Construction Inspection & Testing (11%) (80/20 minus EDC Reduction to 20% Share)	2.20%	$ 1,529,000.00	$ 33,638.00
Direct State Costs for Review and Oversight (All Engineering Activities) **(Estimated 1.2% of Construction)**	100%	$ 166,800.00	$ 166,800.00
Eng Consultant Construction Management (18 Months)	100%	$ 189,000.00	$ 189,000.00
SUB-TOTAL		**$ 17,553,000.00**	**$ 2,463,438.00**
WORK AUTHORIZATION NO. 3			
PHASE III - ROW Acquisition			
Complete ROW Map (Estimated 77 Parcels)	100%	$ 300,300.00	$ 300,300.00
Right-of-Way Costs - Acq.Services @ (est. 77 Parcels @ $13,800/Parcel Avg.)	100%	$ 1,062,600.00	$ 1,062,600.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 162,000.00	$ 162,000.00
Estimated Condemnation Attorney Fee's (Est 15 ED's @ $15,000 each)	100%	$ 225,000.00	$ 225,000.00
Estimated Roadway Right-of-Way Costs (ESTIMATED 5.63 Ac. @ $4.5/ sq ft) (80/20)	20%	$ 1,103,592.60	$ 220,718.52
Right-of-Way Costs - High Pressure Gasline Adjustment (80/20)	20%	$ 120,000.00	$ 24,000.00
COMPENSABLE UTILITY (Water, Sewer, Telephone, Electricity, etc.) (80/20) **PRELIMINARY**	20%	$ 260,000.00	$ 52,000.00
SUB-TOTAL		**$ 3,233,492.60**	**$ 2,046,618.52**
ESTIMATED TOTAL		**$ 21,803,252.60**	**$ 5,526,816.52**

Work Authorization No. 1 (Phase I)	FY 15	$ 936,760.00
Work Authorization No. 2 (Phase II)	FY 16	$ 2,296,638.00
Work Authorization No. 3 (Phase III)	FY 17	$ 1,548,900.00
	Total Work Authorization Amount	**$ 4,782,298.00**

TOTAL ESTIMATED LOCAL COST:	**$ 5,526,816.52**
TOTAL ESTIMATED LOCAL PARTICIPATION BY WAY OF PERCENTAGE	**25.35%**
COMBINED TOTAL ESTIMATED PROJECT COST:	**$ 21,803,252.60**
ESTIMATED LOCAL COSTS NOT INCLUDED IN WORK AUTH.:	**$ 744,518.52**

Zimbra **erika.zamora@co.hidalgo.tx.us**

Fwd: Porposed final draft of Interlocal (Alamo/S.J. Cesar Chavez Improvement)

From : Armando Garza Jr. <armando.garzajr@co.hidalgo.tx.us> Wed, Aug 12, 2015 12:53 PM

Subject : Fwd: Porposed final draft of Interlocal (Alamo/S.J. Cesar Chavez Improvement)

To : Erika Zamora <erika.zamora@co.hidalgo.tx.us>

As per our discussion below is the approval from legal counsel.

Begin forwarded message:

From: "Steve Crain" <scrain@atlashall.com>
Date: July 27, 2015 at 7:39:18 AM CDT
To: "'Armando Garza Jr.'" <armando.garzajr@co.hidalgo.tx.us>
Subject: RE: Porposed final draft of Interlocal (Alamo/S.J. Cesar Chavez Improvement)

I am OK with it. The other cities will have to also approve it.

From: Armando Garza Jr. [mailto:armando.garzajr@co.hidalgo.tx.us]
Sent: Friday, July 24, 2015 7:42 PM
To: Steve Crain
Subject: Re: Porposed final draft of Interlocal (Alamo/S.J. Cesar Chavez Improvement)

Steve,
I must have just missed you. The amendment clause was added by Alamo and San Juan legal council will take it back.

I guess my question is are you ok with the amendment.

I will check in with you on Monday.

On Jul 24, 2015, at 4:36 PM, Steve Crain <scrain@atlashall.com> wrote:

> Armando: This is the agreement approved by San Juan's attorney. He added an amendment clause. You will need to provide this revised agreement to

all other parties for their review and approval.

From: Gusgilbertlaw [mailto:gusgilbertlaw@yahoo.com]
Sent: Friday, July 24, 2015 4:25 PM
To: Armando Garza; Steve Crain
Subject: Fwd: Porposed final draft of Interlocal (Alamo/S.J. Cesar Chavez Improvement)

Sent from my iPhone

Begin forwarded message:

> **From:** Damian Orozco <dorozco@orozco-law.com>
> **Date:** July 24, 2015 at 4:16:43 PM CDT
> **To:** <Gusgilbertlaw@yahoo.com>
> **Cc:** Damian Orozco <dorozco@orozco-law.com>
> **Subject: Porposed final draft of Interlocal (Alamo/S.J. Cesar Chavez Improvement)**
>
> As per our discussion, please look at this final draft.
> Thank you.
>
> Damian C. Orozco
> THE LAW OFFICES OF DAMIAN C. OROZCO, P.C.
> Villa De Fuente Plaza
> 1138 East Expressway 83, Suite C.
> Pharr, Texas 78577
> Telephone: 956-782-5447
> Facsimile: 956-782-5448
> drozco@orozco-law.com
>
> CONFIDENTIALITY NOTICE: This email transmission contains confidential information which is legalldiazy privileged. The information is intended only for the use of the recipient named below. If you are not the recipient indicated in the salutation of this email, you have received this email in error. If so, please do not read it; please return it to us with an indication that it was misdirected and delete the email you received from your system. You are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this email's information is without permission and violates all applicable privileges.
>
> **Please consider the environment before printing this e-mail or any attachments.**

<Cesar Chavez ICA FINAL (Approved by SJ)[2].docx>

AI-50890 **Precinct #2** **17. D.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

CO2014 - Pct. 2 (1345)
Approval of 2015 appropriation of funds in the amount of $23,496.00 to fund Supplemental Agreement No. 6 for the Pct 2 Southfork Drainage Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-040-0-723

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

BUDGETARY IMPACT:

Appropriation of 2014 CO monies into Pct 2 Southfork Drainage Project.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/13/2015 02:21 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Erika Zamora		Started On: 08/13/2015 11:15 AM
Final Approval Date: 08/14/2015		

DATE: August 13, 2015

2015
Appropriation

DEPARTMENT HEAD: Commissioner Eduardo " Eddie" Cantu

DEPARTMENT NAME: Hidalgo County Precinct 2-CO2014 South Fork Drainage Project

ACCOUNT NUMBER: 5-1345-431-00-122-040-723

Contact Person: Erika Zamora **Ph#** 956-787-1891

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
5-1345-431-00-122-040-0-723	CO2014-Pct 2 Southfork Estates Drainage	23,496.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 23,496.00

REASON: Appropriation from the CO2014 (1345) to fund Drainage Projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-50926 **Precinct #2** **17. E.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval to accept counter offer to purchase a tract of land known as Parcel 8 for the S McColl Road Project (CSJ# 0921-02-288).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1315-431-00-122-028-0-710

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

BUDGETARY IMPACT:

Funding available as of 8/14/15.

Approval request for this item will be requested from Commissioners Court after closed session in order to get approval of real estate transaction.

Attachments

Parcel 8 Docs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2015 11:01 AM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Erika Zamora		Started On: 08/14/2015 10:51 AM
Final Approval Date: 08/14/2015		

HIDALGO COUNTY
PRECINCT 2

Eduardo "Eddie" Cantu
County Commissioner

MEMO

TO: Commissioner's Court

FROM: Jaime Salinas,
Hidalgo County Pct# 2
Right of Way Department

TE: July 30, 2015

RE: South McColl Road Project (Parcel # 8)
Daniel Dillard

==========

Attached please find letter provided by the property owner for above-mentioned project.

Appraised Value:	$ 1,905.00
Settlement Request:	$ 3,000.00
Difference to Landowner	$ 1,095.00

Commissioners Court August 4, 2015

Approved; _____

Not Approved; _____

300 W. Hall Acres Suite G . Pharr, TX 78577 • 956.787.1891 • eduardo.cantu@co.hidalgo.tx.us

7-29-15

To Hidalgo County Precinct #2

Dear Mr. Salinas

In regards to Parcel #8 on S. McColl Rd. I would like to counter the offer that you have made to me for the amount of $1905.00. The Amount that I would consider selling the property that you are interested in is $3000.00. Considering the fact that I have been paying the taxes for said property for a number of years and now it is property that is going to be next to a busy road, I feel that that is the least that I can take on it

Thank You

D Dillard

Form ROW-A-6
(Rev. 09/11)

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Located along the western side of South McColl Road, south of Whalen Road, Hidalgo County, Texas.

District: Pharr

Property Owner: Daniel Dillard

ROW CSJ: 0921-02-288

Address of Property Owner: P.O. Box 4213 Hidalgo, Texas 78577

Parcel: 8

Occupant's Name: Vacant

Federal Project No: N/A

Whole: ☐ Partial: ☒ Acquisition

Highway: South McColl Road

County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulfur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $1,905.00 as of March 31, 2015, based upon my independent appraisal and the exercise of my professional judgment; on March 31, 2015 and September 15, 2011, (date)(s), I personally inspected in the field the property herein appraised; I afforded Dan Dillard, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on September 15, 2011 , I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

May 6, 2015
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

* A 6 *

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County Right-of-Way under the direction of Precinct No. 2 Honorable Hidalgo County Commissioner Hector "Tito" Palacios and the Texas Department of Transportation, Southern Region. The part to be acquired is for the expansion of the existing road right-of-way of South McColl Road. The intended use of the report is to assist Jaime Salinas, Right-of-Way Agent of Hidalgo County, for future negotiations of acquiring a portion of said property as fee simple in the name of Hidalgo County. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 9/2011. The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include governmental entities which may be participating in the project. Jaime Salinas shall be the project manager for this project under the direction of Honorable Hector "Tito" Palacios, County Commissioner of Precinct No. 2. Mr. Salinas has a local office located at 300 West Hall Acres, Suite G, Pharr, Texas and can be contacted at (956) 787-1891.

Scope of the Assignment

By work order number 722564 dated March 11, 2015 on behalf of the Hidalgo County Right-of-Way Department and Hidalgo County Precinct No. 2, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering Corporation located at 317 East Park Avenue, Pharr, Texas.

Leonel Garza III is the owner of Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue Ste 1, McAllen, Texas. The office of Leonel Garza Jr. & Associates has been in operation for over 30 years of which Leonel Garza III, became owner of the family operation after the passing of Leonel Garza Jr. in 1998. Creating Leonel Garza Jr. & Associates LLC, Leonel Garza III specialized in right-of-way acquisition field for over 13 years. Various right-of-way projects have been performed in the following County's: Cameron County, Hidalgo County, Starr County, Zapata County, Webb County, Nueces County and Brooks County.

The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings along South McColl Road and the surrounding market area were also reviewed in order to determine the current market asking prices for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of Hidalgo County. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items which are not compensable and or may be handled through the Texas Department of Transportation Relocation Program. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." As per scope of the assignment, this is the manor of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns as to this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Accessibility To Subject Property

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of March 30, 2015. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the western frontage of South McColl Road, south of Whalen Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 7.46 acre tract of land as indicated by survey. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering Corporation dated April 13, 2011 and revised April 29, 2011. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 35.55 acre to 92.61 acres. These indicated economic unit values are used for the valuation of the proposed acquisition as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the part to be acquired.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the net land area to be acquired is 0.45 acres. The proposed acquisition has approximately 320.15 lineal feet of frontage along the western side of South McColl Road. The proposed acquisition, which is the subject of this report, shall be evaluated as a whole as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as an agricultural use tract of land. The highest and best use is based on the local market trends along South McColl, and resrictions set forth by the International Boundary & Water Commission. This highest and best use is further explained on page 3.1 of this report.

To Be Acquired	**0.45 Acres**
	19,062 Square Feet

Legal Description: Part To Be Acquired

Being a 0.45 of an acre of land out of a 7.46-acre tract out of Lot 2, Block 21, Steele & Pershing Subdivision, Hidalgo County Texas, as per map recorded in Volume 8, Pages 114-115, Deed Records of Hidalgo County, Texas

Remainder Before and After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired.

Property Tax Data

The history of the subject property was examined via the Hidalgo County Appraisal District records as of January 1, 2015. Based on the records found at www.hidalgoad.org, the subject property is currently under the ownership of Daniel Dillard with a mailing address of 4213 Box, Hidalgo, Texas 78557. The subject property has been under this ownership since July 6, 1998, at which time the property was transferred from Daniel Dillard for an undisclosed amount. No other transactions within a three (3) year period were discovered. Further research shall be required through title search to verify ownership. This additional research is outside the scope of this assignment. This information was verified with title information and/or the Hidalgo County Appraisal District, in conjunction with the County Deed Records. The Appraisal District is currently reviewing and re-assessing property values for Year 2015 as of the date of this report. As such, the following assessed value may be subject to change as of date of this appraisal. This information can be further verified at the District office located at 4405 S. Professional Drive in Edinburg, Texas.

HIDALGO COUNTY APPRAISAL DISTRICT (2015)				
PROPERTY ID		842182	APPRAISAL DISTRICT	0.000000
OWNER OF RECORD		Daniel Dillard	DRAINAGE DISTRICT #1	0.095700
			HIDALGO COUNTY	0.590000
			COUNTY-TRANSPORTATION REINVESTMENT ZONE NO. 2	0.000000
LAND AREA		7.55 / Acres		
LAND ASSESSEMENT	$	15,478	SOUTH TEXAS COLLEGE	0.185000
IMPROVEMENT ASSESSMENT	$	-	ROAD DISTRICT 12	0.000000
TOTAL ASSESSED VALUE	$	15,478	PSJA INDEPENDENT SCHOOL DISTRICT	1.359200
			SOUTH TEXAS SCHOOL	0.049200
HCAD LAND UNIT RATE	$	2,050 / Acre		
			TAX RATE	2.279100

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. However, the subject is located within a floodway system. This system is activated during times of severe weather conditions of which have occurred in recent years. The development within the floodway is not permitted. Comparable located in similar locations have been selected for the subjects analysis. Based on the off-site visit of the site, this appraiser has made the hypothetical condition and extraordinary assumption that the subject property has not experienced any other adverse environmental issues of which may influence its marketability and or value. This appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

Utility Services Available

The subject property is located in a region with limited utilities available. This limited availability is due to restrictions set for by the International Boundary and Water Commission Floodway, and due to the relative location of nearby municipal utilities. As per conversation with a City of McAllen Public Utilities Associate the City of McAllen utilities end at Orangewood Drive, which is the northern project line. Ruben Puente (956-239-3314) of the City of Hidalgo, indicated the cities utilities end along the southern line of Dicker Road, the southern project line. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider. As such said relocation and reconnection cost shall not be included in the valuation of the part to be acquired.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

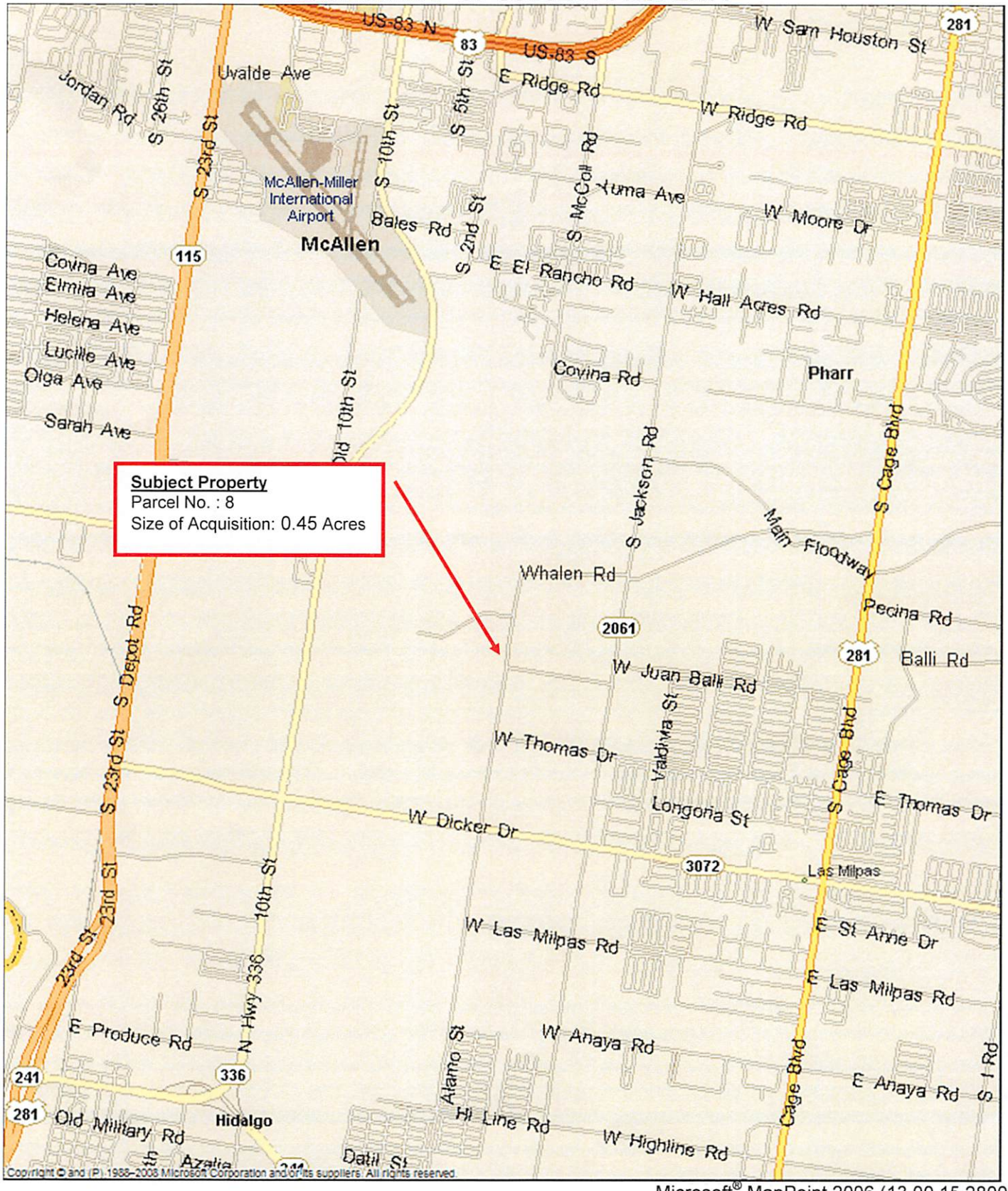
Current Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) month exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparable similar to the subject property.

LOCATION MAP OF SUBJECT PROPERTY



Microsoft® MapPoint 2006 (13.00.15.2800)

AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

Google Earth

AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED

Google Earth (Closer View of Subject Property)

NOTE: THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING CORPORATION AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 3)

COUNTY: HIDALGO

Eng03.024B
March 31, 2011

HIGHWAY: South McColl Road

Sheet 1 of 3

PROJECT LIMITS: Dicker Road to Orangewood Drive

RCSJ: 0921-02-288
CCSJ: 0921-02-171

EXHIBIT - A
FIELD NOTES FOR PARCEL – 8

Being a 0.45 of an acre of land out of a 7.46-acre tract out of of Lot 2, Block 21, Steele & Pershing Subdivision, Hidalgo County, Texas, as recorded in Volume 8, Pages 114~115, Deed Records, Hidalgo County of Texas. Said 7.46-acre tract of land is vested to Daniel Dillard from Carl F. Schuster and wife, Wilma E. Schuster, by virtue of a Warranty Deed with Vendor's Lien dated May 11, 1998, and recorded in Document No. 690590, Official Records of Hidalgo County, Texas. Save and Except: Two tracts of land conveyed to Francisco Castro, Juan Contreras, Pedro Huerta Jr., and Moises Castro, by virtue of a Warranty Deed with Vendor's Lien recorded in Document No. 706603, Official Records Hidalgo County, Texas, a tract of land containing 10.0-ares of land conveyed to Celedonio Luna Jr. and wife, Martha Elva Luna, by virtue of Warranty Deed with Vendor's Lien recorded in Document No. 679177, Official Records of Hidalgo County, Texas, A tract of land containing 5.00-acres of land conveyed to Miguel Angel Gonzalez, by virtue of Warranty Deed with Vendor's Lien recorded in Document No. 683982, Official Records Hidalgo County, Texas. Said 0.45-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a No. 4 rebar set at the Southwest corner of Lot 2, Block 21, Steele and Pershing Subdivision; **Thence**, South 81 degrees 20 minutes 13 seconds East, with the South line of Lot 2, Block 21, a distance of 1320.00 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC"); **Thence** North 08 degrees 39 minutes 47 seconds East, with the East line of Lot 2, Block 21, a distance of 961.92 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC"); **Thence**, North 81 degrees 20 minutes 13 seconds West, a distance of 20.00 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") at the existing West Right of Way line of South McColl Road for the Southeast corner of this tract of land and **POINT OF BEGINNING**; having surface coordinates of N: 16575909.05 and E: 1074997.01 All bearings and coordinates are based on the State Plane Coordinates System of Texas, South Zone, North American Datum 1983, (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

1. **THENCE**, North 19 degrees 25 minutes 50 seconds West, with the Proposed West Right of Way line of said South McColl Road, a distance of 63.70 feet to a No. 4 rebar set for an interior corner of this tract of land;

2. **THENCE**, South 80 degrees 06 minutes 51 seconds West, with the Proposed South Right of Way line of said South McColl Road, a distance of 45.87 feet to a No. 4 rebar set (with a plastic cap stamped "RGEC") for the Southwest corner of this tract of land;

FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 3)

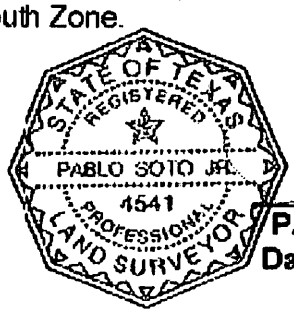
PARCEL 8
Sheet 2 of 3

3. **THENCE**, North 08 degrees 39 minutes 47 seconds East, continuirg with the Proposed West Right of Way line of said South McColl Road, a distance of 251.43 feet to a No. 4 rebar set (with plastic cap stamped "RGEC") for the Northwest corner of this tract of land;

4. **THENCE**, North 78 degrees 24 minutes 38 seconds East, with the Proposed North Right of Way line of said South McColl Road, a distance of 78.33 feet to a No. 4 rebar set (with plastic cap stamped "RGEC") at the existing West Right of Way line of said South McColl Road for the Northeast corner of this tract of land;

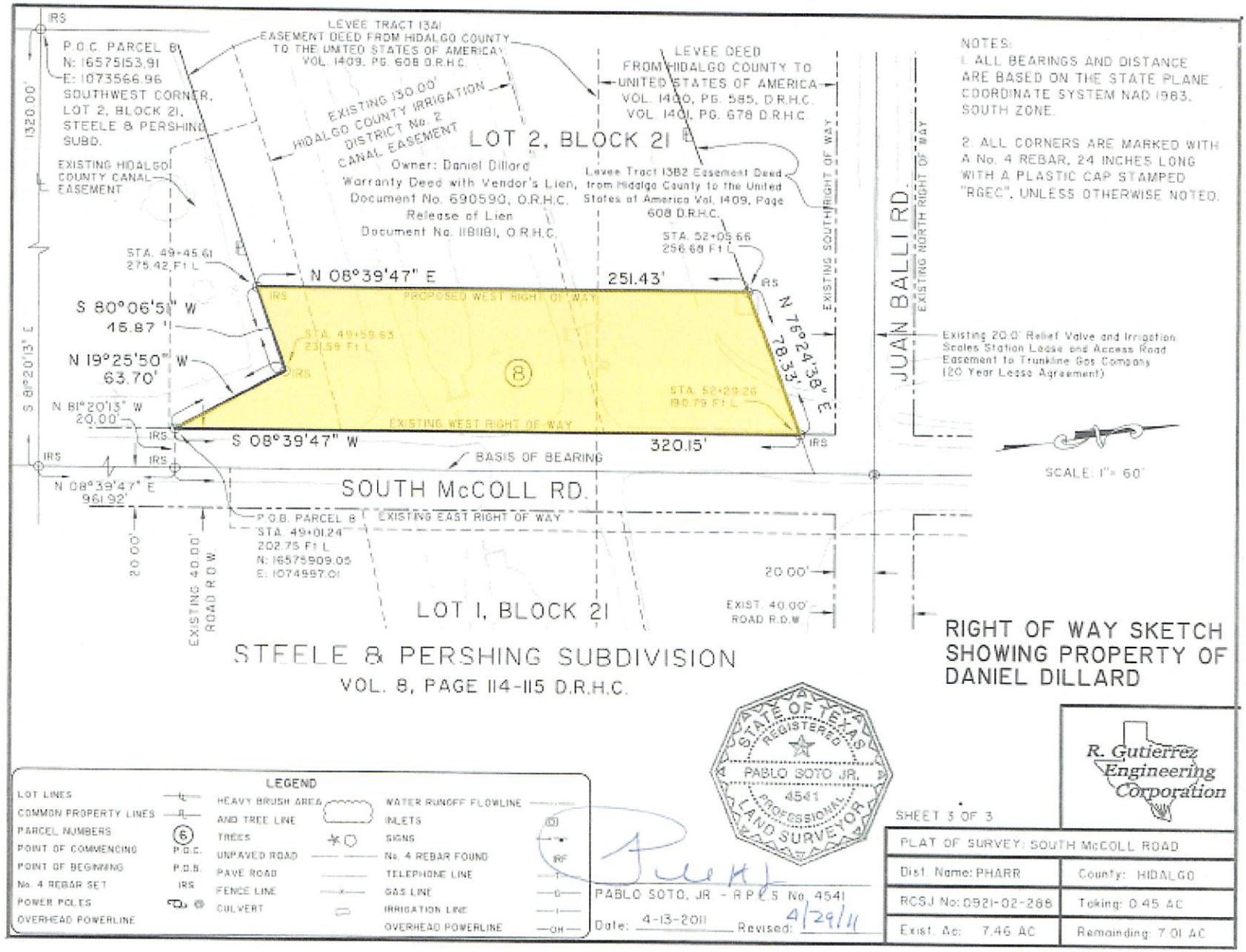
5. **THENCE**, South 08 degrees 39 minutes 47 seconds West, with the existing West Right of Way line of said South McColl Road, a distance of 320.15 feet to the POINT OF BEGINNING and containing 0.45 of an acre of land more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.



PABLO SOTO, Jr. – R.P.L.S. No. 4541
Date: 04-13-2011

Revised: 4/29/11



SURVEY OF PART TO BE ACQUIRED (Page 3 of 3)

PHOTOGRAPHS OF SUBJECT PROPERTY

Include Each Major Improvements

Parcel No: 8

Local Address: Located along the western frontage of McColl Road, South of Whalen Road, Hidalgo County, Texas.

Date Taken: March 31, 2015

Taken By: Leonel Garza III

Point which taken: Photo 1: McColl Road ROW
Point which taken: Photo 2: McColl Road ROW

Looking: Photo 1: Southwestern View
Looking: Photo 2: Northwestern View

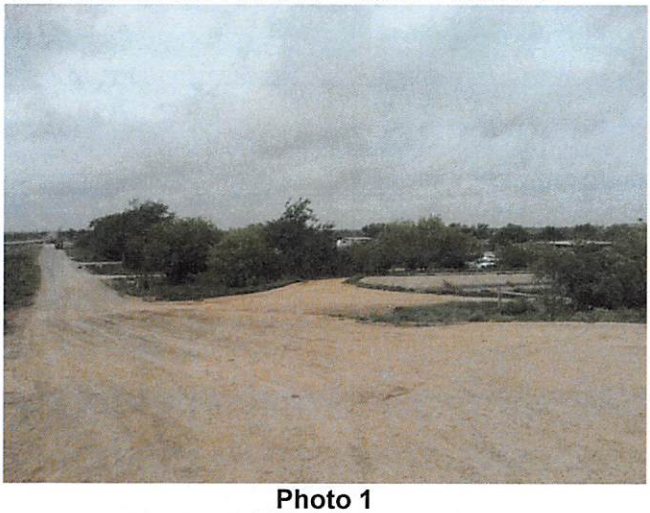


Photo 1

General view of the subject property along the western boundary of South McColl Road.

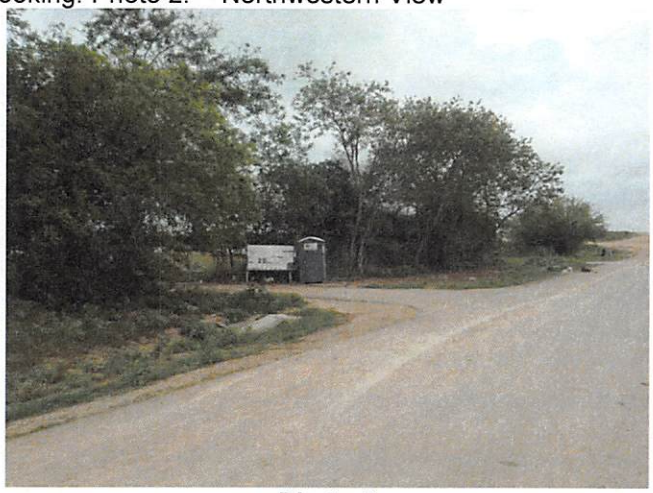


Photo 2

View of the proposed acquisition area along the eastern boundary of the subject property.

Point which taken: Photo 3: McColl Road ROW
Point which taken: Photo 4: McColl Road ROW

Looking: Photo 3: Western View
Looking: Photo 4: Southern View

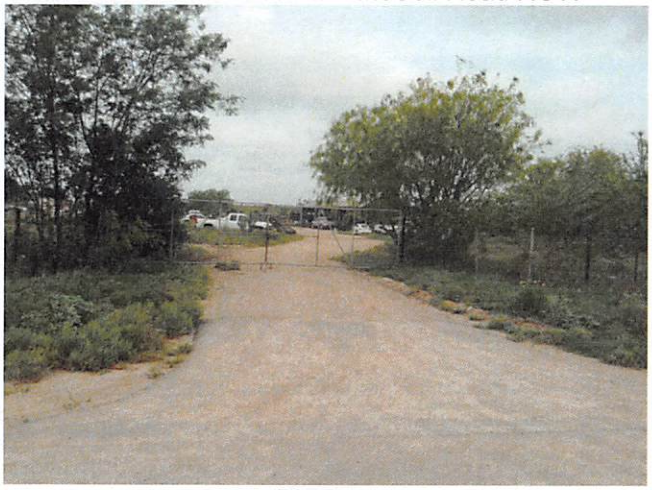


Photo 3

View illustrating the entrance to the subject property along the western boundary of South McColl Road.

Photo 4

Street view of South McColl Road. The subject property is on the right side in this photo.

DESCRIPTION OF PROPERTY:

The subject property, as a whole, is a 7.46 acre vacant tract of land located along the western frontage of South McColl Road, south of Whalen Drive. The subject property is part of the International Water and Boundary Commission Main Floodway levee system. The subject property is currently utilized for as part of the southern levee for the IBWC Main Floodway. The developmental properties of the subject property are limited due to restrictions set forth by the IBWC. According to the survey provided by R. Gutierrez Engineering Corporation, dated April 29, 2011, the part to be acquired is approximately 0.45 acres (19,602 square feet). This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as vacant. This is performed in order to determine the unit value for the proposed acquisition for the purchase of said tract in the name of Hidalgo County.

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood along South McColl Road is primarily utilized for agricultural purposes south of Orangewood Drive and north of Dicker Road. The land area north of Orangewood Drive and South of Dicker Road is a mixture of agricultural and residential use as several properties along South McColl Road are in a state of development as new subdivisions are being created due to the increase in demand in the area. A portion of McColl Road passes through the International Boundary and Water Commission (IBWC) Floodway. The land area located within the IBWC Floodway is utilized for agricultural use as this land area is restricted and construction within the floodway is limited. The US IBWC retains the right of approval on all improvements which are to pass over, under or through the walls, levees, improved channel, or floodways. These limitations are indicated and discussed within the IBWC publication "Criteria for Construction Activities Within the Limits of The USIBWC Floodway" (Vol. IV, Chapter 315, Handbook H315, Dated July 27, 2000.) Source: http://www.ibwc.gov/Files/construction_criteria.pdf. The Office of Leonel Garza Jr. & Associates LLC has inspected the market area along South McColl Road and has found this type of development consistent with the overall market trends in the City of Pharr and neighboring City of McAllen and Hidalgo. Commercial development is primarily found just to the east on US Highway 281 (Cage Boulevard) and south along Old Military Highway, which is also indicative of the growing market.

SITE ANALYSIS:

Five Year Sales History:

During the course of the appraisal, research was performed through the Hidalgo County Appraisal District to verify the current ownership of the subject property along with title information provided by the client. The property was transferred from Carl F. Schuster and wife, Wilma E. Schuster to Daniel Dillard on May 1, 1998 and recorded under Warranty Deed Document No. 690590 for an undisclosed consideration.

Legal Description: (Whole Property)

A 7.46 acre tract out of Lot 2, Block 21, Steele & Pershing Subdivision, Hidalgo County, Texas, as per map recorded in Volume 8, Pages 114-115, Deed Records of Hidalgo County, Texas. Said 7.46 acre tract is vested to Daniel Dillard from Carl F. Schuster and wife, Wilma E. Schuster, by virtue of a Warranty Deed with Vendor's Lien dated May 11, 1998, and recorded in Document No. 690590, Official Records of Hidalgo County, Texas.

Legal Description: (Part to be Acquired)

Being a 0.45 of an acre of land out of a 7.46 acre tract out of Lot 2, Block 21, Steele & Pershing Subdivision, Hidalgo County, Texas, as per map recorded in Volume 8, Pages 114-115, Deed Records of Hidalgo County, Texas. Said 7.46 acre tract is vested to Daniel Dillard from Carl F. Schuster and wife Wilma E. Schuster, by virtue of a warranty Deed with Vendor's Lien dated May 11, 1998, and recorded in Document No. 690590, Official Records of Hidalgo County, Texas.

Improvements:

During the off-site inspection of the subject property no building improvements were indicated within the part to be acquired. However, several site improvements were indicated which include fencing and gates. Site improvements located within an area of acquisition are valued based on their depreciated cost value. In the event site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the total compensation. In addition, any utilities located within the part to be acquired of which are affected by the acquisition, shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

Highest & Best Use Analysis:

The subject's highest and best use as vacant and as if improved is indicated for continued agricultural use. This type of use is concurrent with the restricted use of properties located within the International Boundary and Water Commission (IBWC) Floodway. This highest and best use is based on the determined economic unit of the subject property as whole which is being acquired in the name of Hidalgo County. When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for commercial use based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the acquisition, while excluding project influence as required by the Texas Department of Transportation and is reported under the conditions set forth by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition.

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Carl F. & Wilma E. Schuster	Roberta Earlene Wessing, aka Roberta Wessling and Opal Funke, fka Opal Darlene Wessing	Sue Bakhaus Bentivogli	Carolee Cipriano, FKA Carolee C. Cavazos
Grantee	Daniel Dillard	Jaime Vazquez	Francisco De Alba and wife, Ana T. De Alba and Jorge De Alba and Wife, Maria De Lourdes Del Alba	Jaime Vasquez and Ruby C. Vasquez
Date	May 1, 1998	November 19, 2009	September 17, 2008	April 25, 2008
Sales Price	$ -	$ 75,000	$ 232,800	$ 100,000
Unit Price	$ - / Sf	$ 2,110 / Ac	$ 2,514 / Ac	$ 2,092 / Ac
Relative Location	Average	Similar 0%	Similar 0%	Similar 0%
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Lot Location	interior tract	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Physical Characteristics	Typical of Market	Similar 0%	Similar 0%	Similar 0%
Financing	Conventional	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Elec/Phone	Similar 0%	Similar 0%	Similar 0%
Frontage	South McColl Road	East of Cage Boulevard 0%	Western side of 23rd Street 0%	East of Fm 493, South of Vetrees Road 0%
Size of Tract	7.46 Acres	35.55 Ac 0%	92.61 Ac 0%	47.792 Ac 0%
Net Adjustments		0%	0%	0%
Indicated Unit Value		$ 2,110 / Acre	$ 2,514 / Acre	$ 2,092 / Acre

Estimated Unit Value of Fee Simple Area $ **2,250 / Acre**

Estimated Value by Sales Comparison Approach **(0.45 Acre x $2,250/Acre)** $ **1,013**
(Includes Part To Be Acquired Only)

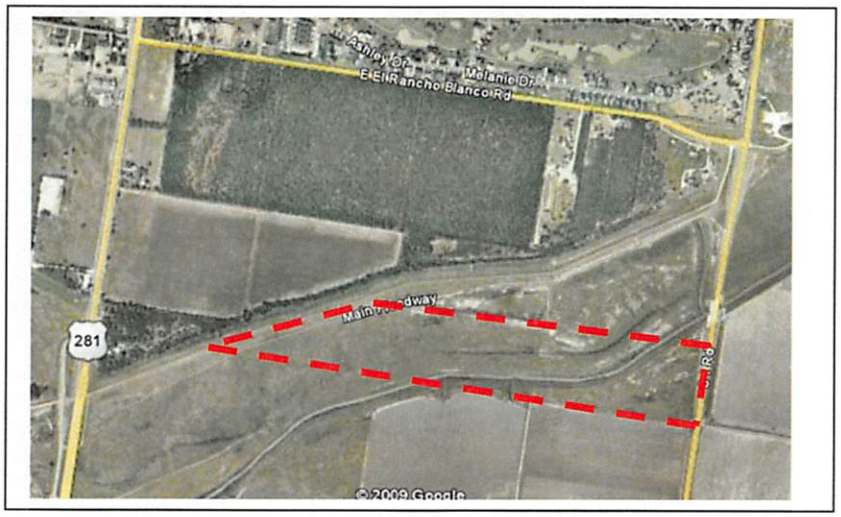
Note: Due to the location of the part to be acquired, sales were researched outside the City of McAllen of similar tracts sold within or partially within the International Boundary Water Commission (IBWC) system and or the Hidalgo County Levee System for the determination of value.

COMPARABLE DATA SUPPLEMENT

District: | Parcel No.: 8 | Highway: South McColl Road

County: Hidalgo | ROW CSJ: 0921-02-288

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Roberta Earlene Wessling, aka Roberta Wessling and Opal Funke, fka Opal Darlene Wessling

Grantee/Lessee: Jaime Vasquez

Date: November 19, 2009 Recording Information: Document# 2055562 Key Map: N/A

Address: Located east of the eastern frontage of Cage Boulevard, south of Rancho Blanco Road, Pharr, Texas. Zip Code: 78577

Legal Description: The south 660.00 feet of Lot Two Hundred Fifty-Eight (258), and those parts of Lot Two Hundred Fifty-nine (259) and Lot Two Hundred Sixty (260) lying south of the IBWC levee right-of-way, Kelly Pharr Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 3, Page 133-134, Deed Records, Hidalgo County, Texas.

Confirmed Price $: 75,000 Verified with: MLS# A122513s

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 35.55 Acres (Gross) Unit Price as Vacant $: 2,110 per acre

Type Street: Asphalt Utilities: Electricity & Phone

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Agricultural Use Highest & Best Use: Agricultural Use

Date of Inspection: September 15, 2011 Zoning: N/A Flood Plain: Yes

Attach additional information as necessary.

The subject property is 35.55 acres, more or less, with approximately 10.88 acres within the IBWC Floodway and Levee System.

Appraiser: Leonel Garza III (Typed, not signed) May 6, 2015 Date

COMPARABLE DATA SUPPLEMENT

District: | Parcel No.: 8 | Highway: South McColl Road

County: Hidalgo | ROW CSJ: 0921-02-288

Land Sale ☒ | Improved Sale ☐ | Rental Data ☐

Grantor/Lessor: Sue Bakhaus Bentivogli

Grantee/Lessee: Francisco De Alba and wife, Ana T. De Alba and Jorge De Alba and Wife, Maria De Lourdes De Alba

Date: September 17, 2008 Recording Information: Document #11389 Key Map: N/A

Address: Located along the western side of South 23rd Street, South of Jordan Avenue in McAllen, Texas. Zip Code: 78503

Legal Description: A 92.61 acres of land more or less comprised of 7.33 acres out of the south part of Lot 182, 1.0 acres out of the southwest corner of Lot 181, all of Lot 191 and the west 20.00 acres of Lot 192, La Lomita Irrigation & Construction Company's Subdivision, Hidalgo County, Texas. As per map thereof recorded in Volume 24, Page 68, Deed Records of said county, and 10.5 acres out of the northwest corner of Lot 1, Bout of the north part of Lot 2, Block 1, lying north of drain ditch, and 0.52 acres out of the Northeast corner of Lot 3, Block 1, Rio Bravo Plantation Company Subdivision, as per map thereof recorded in Volume "w", Page 197, Deed Records of said county, Texas, Porcions 61, 62, and 63, Hidalgo County, Texas. Save and Except: a 1.17 acre tract of land out of Lot 3, Block 1 Rio Bravo Plantation Company Subdivision, previously conveyed unto the city of McAllen by instrument dated February 3, 1969, recorded in Volume 1226, Page 76, Deed Records of Hidalgo County, Texas.

Confirmed Price $: 232,800 Verified with: MLS# A114373s

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: Acres 92.61 (Gross) Unit Price as Vacant $: 2,514 per acre

Type Street: Asphalt (23rd Street) Utilities: Electricity & Phone

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest & Best Use: Agricultural Use

Date of Inspection: September 15, 2011 Zoning: A-O Flood Plain: Yes

Attach additional information as necessary.

Appraiser: Leonel Garza III May 6, 2015
(Typed, not signed) Date

COMPARABLE DATA SUPPLEMENT

District: | Parcel No.: 8 | Highway: South McColl Road
County: Hidalgo | ROW CSJ: 0921-02-288

Land Sale ☒ | Improved Sale ☐ | Rental Data ☐

Grantor/Lessor: Carolee Cipriano, FKA Carolee C. Cavazos | Grantee/Lessee: Jamie Vazquez and Ruby C. Vazquez

Date: April 25, 2008 | Recording Information: Document #1884991 | Key Map: N/A

Address: East of Fm 493 and South of Vetrees Road, Donna, Texas. | Zip Code: 78537

Legal Description: Tract One: A 41.996 acre tract of land , more or less, being 14.101 acres out of Lot One (1), and 27.895 acres out of Lot Four (4), Block Forty-Two (42), The "La Donna" Plat, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 51, Map Records, Hidalgo County, Texas. Tract Two: A 5.796 acre tract , more or less, out of Lot Three (3), Block Forty-Two (42), The "La Donna" Plat, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 51, Map Records, Hidalgo County, Texas

Confirmed Price $: 100,000 | Verified with: MLS# A110884s

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 47.792 Acres (Gross) | Unit Price as Vacant $: 2,092 per acre

Type Street: Asphalt (FM 493) | Utilities: Electricity & Phone

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A | Unit Price as Improved $: N/A

Condition and Functional Design: N/A

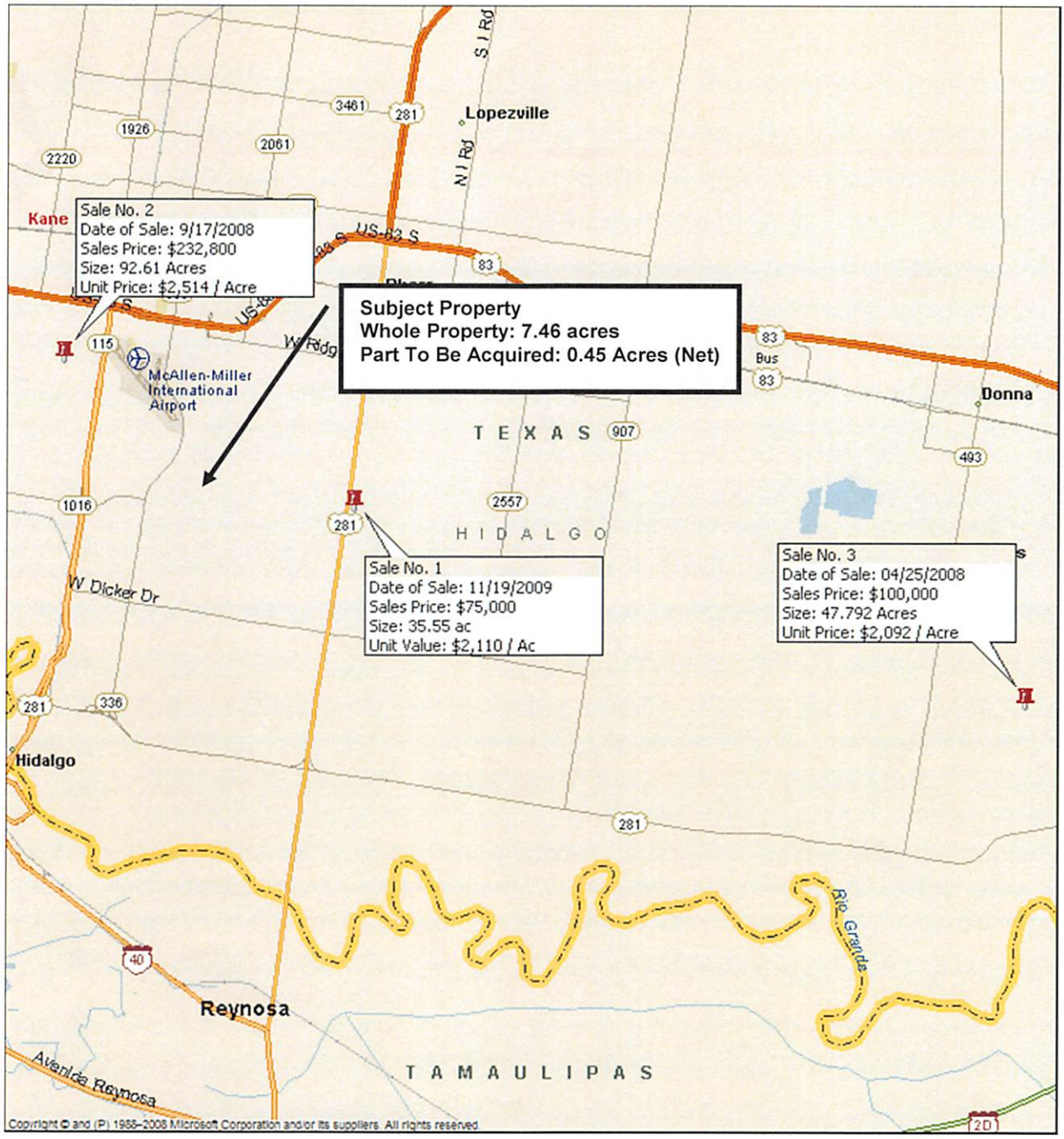
Current Use: Vacant | Highest & Best Use: Agricultural Use

Date of Inspection: September 15, 2011 | Zoning: N/A | Flood Plain: Yes

Attach additional information as necessary.

Appraiser: Leonel Garza III (Typed, not signed) | May 6, 2015 Date

COMPARABLE SALES MAP



Explanation of Adjustments with Reconciliation:

During the analysis of the acquisition area, the value for the subject property as a whole or economic unit was determined. This determination of market value is utilized for the valuation of the proposed acquisition which is a pro-rata part of the whole. The local market and extended market was searched for comparable sales of which contained similar frontage along South McColl Road and other similar and intersecting thoroughfares. Each of the sales utilized are located within the market area and are the most comparable located in the market place of which all information pertinent to the transaction could be verified. Several sales were located within this parameter of which had occurred within the past three years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

The selection of the sales was pertinent to their relative location within the International Boundary and Water Commission (IBWC) Floodway and share the same restrictions and characteristics of such property, as the subject is a large tract of land located within the levee system of the IBWC Floodway System. Due to the similarity of the comparables to the subject property, no adjustments to the indicated unit price was indicated for the subject property. After reviewing the comparable sales, an unadjusted unit range of market value of $2,092 per acre to $2,514 per acre was indicated for the subject property as fee simple. Based on the limited development along the floodway and the continued surrounding land use a value within the mid range of the sales was selected for the subject property; $2,250 per acre.

Calculation For Part To Be Acquired
0.45 Acres x $2,250 / Acre = $1,013

ESTIMATED VALUE OF ACQUISITION

Land: 0.450 Acres @ $ 2,250 Per Acre $ 1,013

Improvements:

Ranch Style Fencing (72 lineal feet @ $4.75 per lineal foot) 50% Depreciated	$	171
18' Steel Swing Gate and Posts	$	550
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
Total Improvements	$	721

TOTAL ESTIMATED VALUE	$	1,734
Cost To Cure Damages	$	171
Estimated Total Compensation	$	1,905

Explanation of Cost to Cure:
The part to be acquired contained site improvements which were valued based on their existing depreciated value to the subject property. However, replacement of the existing improvement in order to retain the same utility, shall require a cost to cure valuation in order to compensate the subject owner for the actual cost of the items which have been depreciated within the taking. The cost to cure shall be included to compensate the owner for the difference of the existing market value of the site improvements and the cost new for the proposed frontage as described below:

Cost To Cure Item	Units	Price Per Unit	Cost New	Compensated Depreciated Value	Cost to Cure Value
Ranch Style Fencing	72	$ 4.75	$ 342	$ 171	$ 171
		$ -	$ -		$ -
		$ -	$ -		$ -
		$ -	$ -		$ -

Total Cost to Cure	$ 171

Source of Cost Schedule: Marshall Valuation Service created by Marshall & Swift, Section 66, Page 5

ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualification of Appraiser
4. Certified Letter
5. Certified Letter Tracking Information
6. Hidalgo County Appraisal Card
7. Warranty Deed
8. Questionnaire

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice.*

I have made a personal on-site and/or off-site visit of the property that is the subject of this report based on the permissibility granted at the time of inspection.

Thomas M. Davis, State Certified General Real Estate Appraiser and Mike Navarro, Appraiser Trainee with Leonel Garza Jr. & Associates LLC provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan

This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and/or by way of the Access Management Policy enacted by the City of Mission. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

"(d) In estimating injury or benefit under Subsection ©, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuity of travel and diversion of traffic.* In this subsection, "direct access" to the remainder after the State's means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway.

I have performed no other appraisal services, as an appraiser or in any other capacity in regarding the property that is the subject of this report within a three-year period immediately preceding acceptance of this assignment.

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General
Expiration: December 31, 2016

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable,. but no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

General Limiting Conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication.

3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

5. If the property rights appraised are the "Leased Fee Estate", then the Final Indicated Market Value Estimate is based on the continued performance under the lease terms.

6. The original and one copy of this report have been signed in blue ink. Any other copy, which is not signed in blue may have been altered, and this appraiser is not responsible for its contents or value indicated.

Assumptions and Interpretations Made by Appraiser of the Marketing Period

1. Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

2. Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Leonel Garza III

State Certified General Real Estate Appraiser

Company Profile

Leonel Garza Jr. & Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, drainage or irrigation easements, transmission line easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

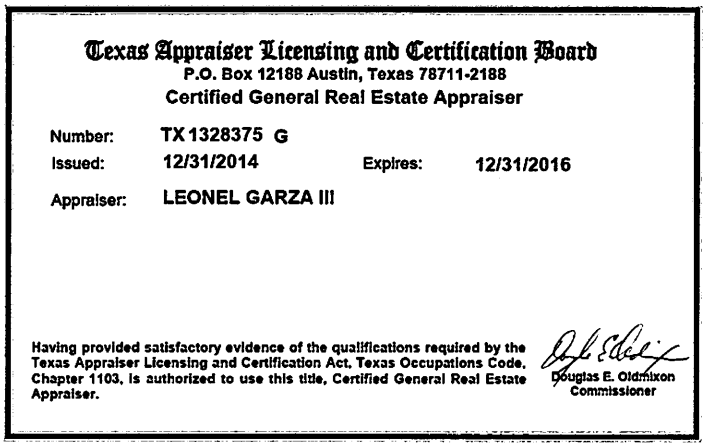
Education & Licenses

Graduate, 1995, Texas A&M University,
College Station, Texas (Bachelor of Science)

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General

State Certified Property Tax Consultant
Number TX – 00003181



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX1328375 G
Issued: 12/31/2014 Expires: 12/31/2016
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Professional Organizations

Associate Member of the Appraisal Institute

Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)

Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience.

Associate Member of the International Right-of-way Association (IRWA) (Member # 7899430)

Public Service

City of McAllen Planning and Zoning Board (Active Member / Chairman)

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Hidalgo County Subdivision Advisory Board (Active Member / Chairman)

This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Hidalgo County Building Line of Adjustments (Active Member / Chairman)

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

City of McAllen Traffic Commission Board (Former Member & Vice Chairman)

Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

City of McAllen Zoning Board of Adjustments and Appeals (Former Member & Chairman)

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

City of McAllen Ambulance Advisory Committee (Vice Chairman)

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

City of McAllen Building Board of Adjustments and Appeals (Former Member)

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

McAllen Palm City Lions Club (Active Member)

Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago raising funds to provided dinners to as many as 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

CERTIFIED LETTER OF INSPECTION SENT TO PROPERTY OWNER OF RECORD

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236
Email: leonel3@garza-associates.com

March 30, 2015

Project: South McColl Road Project

Parcel No. 8
Daniel Dillard
P.O. Box 4213
Hidalgo, Texas 78557

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Precinct No. 2 to appraise various properties along South McColl Road. These properties shall be appraised as fee simple and shall be for the proposed acquisition to acquire right-of-way for the expansion and renovation of McColl Road. The project limits for the expansion is between Dicker Road North to Orangewood Drive. Attached is a survey of the property to be acquired. This office is requesting verbal or written permission to inspect the subject property at the earliest date possible. We would like to extend to you the opportunity to meet with our office in order to further explain the project and the purpose of the appraisal report.

The Hidalgo County Precinct No. 2 shall be negotiating the purchase of this portion of your property believed to be in the name of Daniel Dillard. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295 or leonel3@garza-associates.com. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to you and or you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be preformed. If you have any further questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

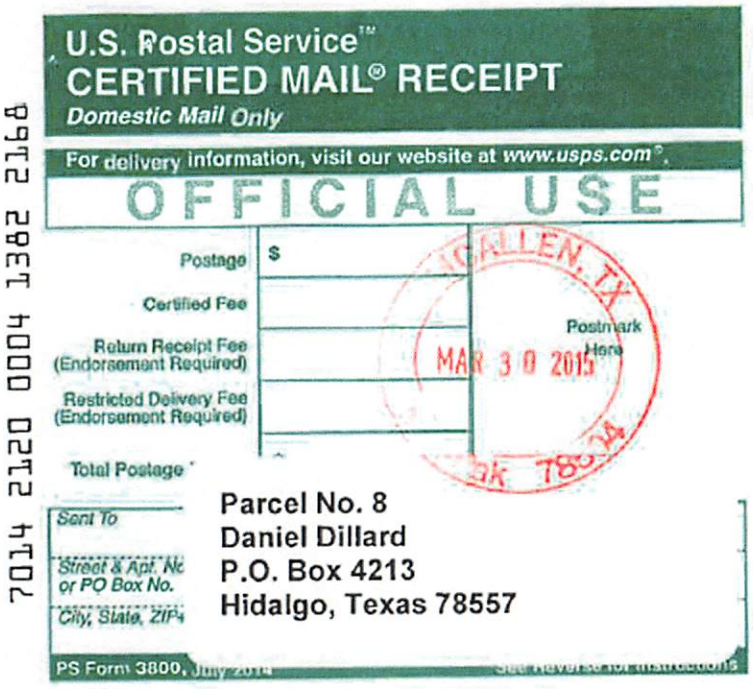
With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 2
Jaime Salinas
Co-Right of Way Agent
300 West Hall Acres, Suite G
Pharr, Texas 78577
(956) 787-1891

CERTIFIED LETTER TRACKING INFORMATION



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®.

OFFICIAL USE

Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage

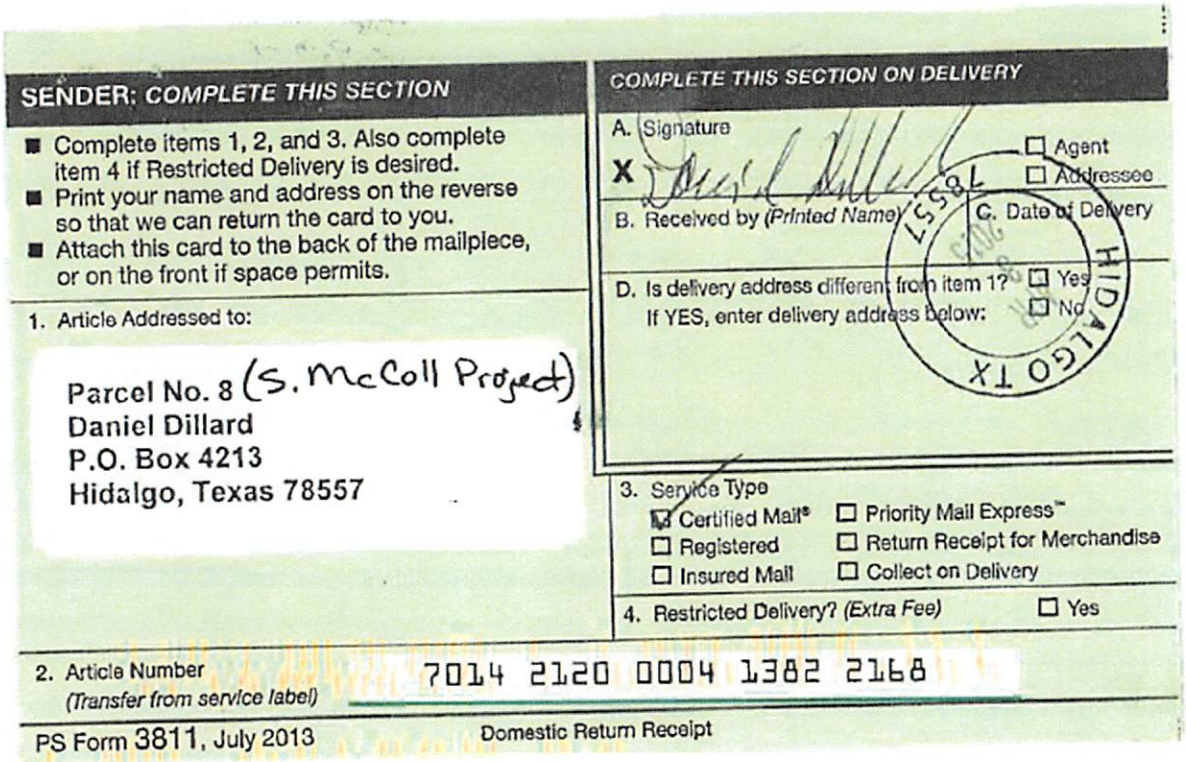
McALLEN, TX
MAR 30 2015
Postmark Here

Sent To
Street & Apt. No. or PO Box No.
City, State, ZIP+

Parcel No. 8
Daniel Dillard
P.O. Box 4213
Hidalgo, Texas 78557

PS Form 3800, July 2014 — See Reverse for Instructions

7014 2120 0004 1382 2168



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Parcel No. 8 (S. McColl Project)
Daniel Dillard
P.O. Box 4213
Hidalgo, Texas 78557

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

HIDALGO TX 78557

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7014 2120 0004 1382 2168

PS Form 3811, July 2013 Domestic Return Receipt

HIDALGO COUNTY APPRAISAL CARD

Hidalgo CAD

Property Search Results > 842182 DILLARD DANIEL for Year 2015

Property

Account

Property ID:	842182	Legal Description:	STEELE & PERSHING AN IRR TR S245.14'- N762.17' LOT 2 BLK 21 (LEVEE) 7.55AC NET
Geographic ID:	S5950-00-021-0002-06	Agent Code:	
Type:	Real		
Property Use Code:	NARB		
Property Use Description:	NO ARB METHOD APPLIED		

Location

Address:	S MCCOLL RD TX	Mapsco:	
Neighborhood:	STEELE & PERSHING	Map ID:	VOL 8 PG 115
Neighborhood CD:	S595000		

Owner

Name:	DILLARD DANIEL	Owner ID:	385134
Mailing Address:	4213 BOX HIDALGO, TX 78557-3330	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$15,478	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$15,478	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$15,478	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$15,478	

Taxing Jurisdiction

Owner: DILLARD DANIEL
% Ownership: 100.0000000000%
Total Value: $15,478

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$15,478	$15,478	$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	$15,478	$15,478	$14.81
GHD	HIDALGO COUNTY	0.590000	$15,478	$15,478	$91.32
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	$15,478	$15,478	$0.00
JCC	SOUTH TEXAS COLLEGE	0.185000	$15,478	$15,478	$28.63
R12	ROAD DIST 12	0.000000	$15,478	$15,478	$0.00
SPA	PSJA ISD	1.359200	$15,478	$15,478	$210.38
SST	SOUTH TEXAS SCHOOL	0.049200	$15,478	$15,478	$7.62
	Total Tax Rate:	2.279100			
				Taxes w/Current Exemptions:	$352.76
				Taxes w/o Exemptions:	$352.76

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	7.5500	328878.00	0.00	0.00	$15,478	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed

2015	$0	$15,478	0	15,478	$0	$15,478
2014	$0	$15,478	0	15,478	$0	$15,478
2013	$0	$33,975	0	33,975	$0	$33,975
2012	$0	$33,975	0	33,975	$0	$33,975

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	7/6/1998 12:00:00 AM	WDV	WARRANTY DEED/VENDORS LIEN	DILLARD DANIEL	DILLARD DANIEL			690590

GF#982159 - HCAT

WARRANTY DEED WITH VENDOR'S LIEN

Date: May 1, 1998

Grantor: Carl F. Schuster and wife, Wilma E. Schuster

690590

Grantor's Mailing Address (including county):

Rt. 2, Box 77A
San Juan, Texas 78589
Hidalgo County, Texas

Grantee: Daniel Dillard

Grantee's Mailing Address (including county):

Box 4213
Hidalgo, Texas 78557
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of One Hundred Sixty-five Thousand and 00/100 Dollars ($165,000.00), and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to David A. Ewers, Trustee.

Property (including any improvements):

> Lots Two (2) and Five (5), Block Twenty-One (21), Steele and Pershing Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 8, Page 115, Deed Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

Subdivision regulations of the County of Hidalgo and/or ordinances or regulations of the city holding extra-territorial jurisdiction of said property.

Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 2, pursuant to applicable sections of the Texas Water Code.

Rights or claims by Hidalgo County Irrigation District No. 2 to any portion of property lying within canal or drain ditch easements or rights-of-way.

Any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes.

Easements and reservations as shown according to the map and plat thereof recorded in Volume 8, Page 115, Deed Records, Hidalgo County, Texas.

Easements or claims of easements which are not recorded in the public records.

Right of Way Agreement granted to Trunkline Gas Co., recorded in Volume 841, Page 378, Deed Records, Hidalgo County, Texas.

Prior reservations or grants of the oil, gas and other minerals, and any oil, gas or mineral leases of record.

Rights of Parties in Possession.

Standby fees, taxes and assessments by any taxing authorities for the year 1998 and subsequent years, and subsequent taxes and assessments for prior years due to change in land usage or ownership.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's sucessors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description

of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Wilma E. Schuster
Wilma E. Schuster

Carl F. Schuster
Carl F. Schuster

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 11 day of May, 1998 by Wilma E. Schuster.

Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 11 day of May, 1998 by Carl F. Schuster.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Law Office of Armando Puente
5520 North 10th
McAllen, Texas 78504

PREPARED BY:

Law Office of David A. Ewers, P.C.
323 Nolana
McAllen, Texas 78504

File/GF Number: schuster.wd

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Jul 06,1998 at 02:39P

As a
Recording

Document Number: 690590
Total Fees : 13.00

Receipt Number - 160547
By,
MaryLou Cantu

QUESTIONNAIRE (Page 1 OF 2)

Leonel Garza Jr. & Associates LLC

Appraisal Services Questionnaire – South McColl Road Project

March 30, 2015

The following information is required in order to expedite the completion of appraisal reports requested by the Hidalgo County Right-of-Way Department. If there are any questions or concerns, you can contact Leonel Garza III of Leonel Garza Jr. & Associates LLC at (956) 687-7295 or by email at leonel3@garza-associates.com.

1. **Parcel No.** 8
2. **Owner(s) of Record:** Daniel Dillard
3. **Who Is Authorized To Make Decisions For This Property?** Daniel Dillard
4. **Contact Numbers:** 956 778-5878
5. **Mailing Address:** Box 4213 Hidalgo Tx 78557
6. **Date of Purchase:** 1990
7. **Original Purchase Price of Property:**
8. **Number of Acres (SF) Purchased:** 60
9. **Do You Have A Current Survey of The Subject Property?**
   ☐ Yes ☑ No
10. **Do You Have An Opinion of Value of Your Property?**
    ☐ Yes ☑ No
    Explain
11. **Have There Been Any Recent Changes In Ownership In The Past Five Years?**
    ☐ Yes ☑ No
    Explain
12. **Are There Any Leases and or Pending Subdivisions?**
    (building leases, farming leases, re-platting, proposed subdivision ect.)
    ☐ Yes ☑ No
    Explain

QUESTIONNAIRE (Page 2 OF 2)

13. Any Underground Site Improvements Along The Frontage Of The Subject Property?

☐ Yes ☐ No ?

Explain _____

14. Comments, Concerns or Special Request: _____

_____

_____

_____

_____

_____

_____

_____

15. Does the Office of Leonel Garza Jr. & Associates LLC have permission to enter your property to photograph and measure any land and improvements which may be affected by the proposed acquisition?

☑ Yes ☐ No

Would you like to be with the Appraiser for an on-site inspection of the subject property?

☑ Yes ☐ No

If NO, do you acknowledge that the Appraiser has afforded you or representative the opportunity to inspect the subject property, but decline?

☐ Yes ☐ No

Note: Leonel Garza Jr. & Associates LLC shall be available during normal working hours to answer any questions or concerns you may have in the future. Please be sure to detach the business card attached which contains the contact information of Leonel Garza Jr. & Associates LLC.

Daniel Dillard
Authorized Signature

4-4-15
Date

DANIEL Dillard
Print Name

What
- Dirt Bikes help with fence @ county cost

AI-50922 **Precinct #4** **18. A.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Resolution in Honor of U.S. Marine Lance Corporal Jacob D. Garcia

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2015 10:33 AM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Monica Badillo		Started On: 08/14/2015 10:12 AM
Final Approval Date: 08/14/2015		

RESOLUTION IN HONOR OF U.S. MARINE LANCE CORPORAL JACOB D. GARCIA

WHEREAS, Jacob D. Garcia was born and raised in Edinburg, Texas to Jose Armando and Elia R. Garcia. He attended Edinburg High School where he graduated as a Bobcat in 2007. Following graduation, at the age of 17, Garcia enlisted in the U.S. Marine Corps and was deployed to Helmand Province, Afghanistan where he served five years; and

WHEREAS, as a lead sweeper and rifleman for 81 Millimeter Mortar Platoon, Weapons Company, 3d Battalion, 1st Marines, Regimental Combat Team-7, 1st Marine Division (Forward) and I Marine Expeditionary Force (Forward). Garcia led multiple missions that resulted in ensuring the safety of Marines, Soldiers, Sailors, Afghan counterparts and local civilians; and

WHEREAS, in June 2010, Garcia was serving as the lead sweeper when his unit was engaged by enemy forces 600 meters south of their position. Disregarding his own personal safety, he swept a nearby area that provided more cover to allow his unit to return fire on the enemy. Lance Corporal Garcia took part in over 130 combat patrols, three named battalion operations and two company operations during his tour of duty. All in all, he was responsible for identifying 36 IEDs totaling an estimated 1,300 pounds of explosives; and

WHEREAS, due to his courageous acts Jacob D. Garcia was awarded the Bronze Star Medal on May 16, 2011 by the President of the United States for his heroic service from April 3, 2010 to November 10, 2010; and

WHEREAS, Garcia is a role model for his young son, Evan Daniel Garcia, and three siblings, Melody, Emma Lee, and Lenny R. Garcia by continuing his education after proudly serving his country. He is working towards a Bachelor of Science degree in Engineering.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby supports the resolution in honor of Lance Corporal Jacob D. Garcia for his service and dedication to our nation.

Dated this 18th day of August 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-50955 **Budget and Management** **19. A.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Criminal District Attorney (1100):
1. Discussion, consideration, & approval to pay Supplemental Pay for Slot No.0050, Criminal District Attorney, in the amount $3,500.00 as authorized by the 84th Legislature under the General Appropriations Act Article IX, Section 18.12 to be effective on September 1st, 2015.
2. Approval of interdepartmental transfer.
3. Approval to revise Salary Schedule in accordance to Commissioners Court action.

BACKGROUND

The 84th Legislature due to Budgeting Process error, in relation to retirement contribution rate increases for state employees, is providing a salary supplement to counties for their elected felony prosecutors in the amount of $3,500.00 along with an additional 20% to cover fringe benefits for a total amount of $4,200.00.

The county, through the State Comptroller's Office, will be reimbursed for this cost in relation to the District Attorney's temporary supplemental pay. This measure will be in effect for two (2) years. The State Legislature will fund an alternative and permanent solution to this problem in the next biennium's state budget.

Please refer to attached letter from the Texas District & County Attorneys Association.

Fiscal Impact

Attachments

supp pay backup
PAR
letter

letter
sheet

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/14/2015 05:02 PM
Ivan Cantu (Originator)	Ivan Cantu	08/14/2015 05:05 PM
Budget & Management	Debbie Tamez	08/14/2015 05:13 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Ivan Cantu		Started On: 08/14/2015 04:28 PM
Final Approval Date: 08/14/2015		

Rosie Cantu

TEXAS DISTRICT AND COUNTY ATTORNEYS ASSOCIATION
505 W. 12th St., Ste. 100, Austin, TX 78701 • 512/474-2436 (ph) • 512/478-4112 (fx) • www. tdcaa.com

MEMORANDUM

TO: Elected Felony Prosecutors

FROM: Rob Kepple

RE: Salary Supplement Issue

DATE: July 9th, 2015

I am writing to pass along important information about a supplement that the state has created for elected felony prosecutors to begin on September 1st, 2015. I hope that you will share this Memorandum with the officials in your county who will need to be involved in administering this program.

The problem. The 84th Legislature made a mistake in the budgeting process that was discovered late and required a last-minute fix. This session the Legislature raised the retirement contribution of all state Employee Retirement System participants (which includes felony prosecutors in the Elected Class) from 6.6% to 9.5% starting on September 1st, 2015. To keep state employees from seeing a reduction in take-home pay, they gave all state employees a raise—however, elected felony prosecutors are not state "employees," so you would see a net pay cut on September 1st absent another solution.

The solution. The solution came in the form of a last-minute rider added to the budget, found in Article IX, Section 18.12 (attached). The state is providing a salary supplement to counties for their elected felony prosecutors in the amount of $3,500, along with an additional 20% for fringe benefits, for a total of about $4,200. ***This is not a pay raise; it is offered only to offset the reduction in take-home pay that the prosecutor will see in his or her state paycheck on September 1st.*** In addition, we have been told this is a 2-year stop-gap measure—the Legislature will fund an alternative and permanent solution to this problem in the next biennium's state budget.

The administrator of the program. The Judiciary Section of the Office of the Comptroller of Public Accounts will be handling this program. They were chosen because that office already handles the salaries and other funding for the felony prosecutors, so they have established lines of communication with all of you. They will be issuing additional guidelines and instructions for the program very soon, so you and the necessary officials in your county will know exactly who to contact and how to go about accessing this funding. We will pass that along to you the moment we have it.

What you need to do now. Many of you are currently in your budgeting process. We recommend that you alert the necessary county officials about this program, share this Memorandum with them, and seek to make the necessary budget changes to accommodate the supplement of $3,500 plus fringes in anticipation of this funding that will begin September 1st.

Thank you for your patience as this program rolls out. Please call me at 512-474-2436, or email me at kepple@tdcaa.com, if you have additional questions or need assistance. I will pass along any additional information the moment I have it!

(3) The appropriations made in Subsection (b)(1), Subsection (b)(2) and identified in Subsections (a)(3) and any matching federal funds related to the appropriations of this provision are subject to the provisions of Senate Bill 2004, 84th Legislature, Regular Session.

(c) No part of Sec. 14.03 of this Article IX, Limitation on Expenditures - Capital Budget, applies to the funds made subject to this Section.

(d) Any unexpended and unobligated balances from appropriations made or identified herein as of August 31, 2016 are appropriated to each respective agency for the fiscal year beginning September 1, 2016 for the same purpose.

Sec. 18.10. Coordination with Joint Oversight Committee on Government Facilities. Contingent on passage of Senate Bill 2004, or similar legislation relating to the creation of a joint committee to oversee government facilities, by the Eighty-fourth Legislature, Regular Session, 2015, state agencies, or the Facilities Commission on behalf of state agencies, shall notify the joint committee of any need for new space expected in the next four years, no later than 30 days after a need for new space is identified.

State agencies, or the Facilities Commission on behalf of state agencies, shall notify the joint committee of any need for new space, exceeding 50,000 square feet, expected in the next ten years, no later than 30 days after a need for new space is identified.

Sec. 18.11. Contingency for House Bill 9. Contingent on enactment of House Bill 9, or similar legislation to eliminate the 90-day waiting period for state contributions to the Employees Retirement System for Retirement, the Employees Retirement System is appropriated an amount estimated to be $21,382,416 out of the General Revenue Fund, an amount estimated to be $1,457,382 out of General Revenue-Dedicated Funds, an amount estimated to be $5,766,238 out of Federal Funds, an amount estimated to be $277,172 out of Other Funds, and an amount estimated to be $3,116,792 out of Fund 6 for additional state contributions to Retirement at the Employees Retirement System.

Sec. 18.12. Grants to Counties Contingent on House Bill 9.

(a) The Judiciary Section, Comptroller's Department is appropriated $1,306,750 in General Revenue for the 2016-17 biennium to make grants to counties in which the net compensation of state prosecutors is adversely affected by House Bill 9 or similar legislation related to member contributions to the Employees Retirement System of Texas, enacted by the Eighty-fourth Legislature, 2015.

(b) The Judiciary Section, Comptroller's Department shall allocate funds appropriated in this provision to affected counties in amounts that are sufficient to allow those counties to provide state prosecutors a supplement pursuant to Government Code §46.003, such that their compensation after benefit contributions, including to the Employees Retirement System, plus the supplement, is equal to what it would have been had House Bill 9 or similar legislation not passed.

(c) Additionally, the Judiciary Section, Comptroller's Department shall include in its allocation to affected counties an amount sufficient to cover the counties' cost of providing the supplement, including the payment of benefits.

(d) The Comptroller of Public Accounts shall promulgate rules and regulations as necessary to administer this section.

(e) This section is contingent on enactment of House Bill 9 or similar legislation relating to member contributions to the Employees Retirement System of Texas.

Sec. 18.13. Renovations and Office Furnishings at the Lyndon B. Johnson Building.

(a) In addition to amounts appropriated elsewhere in this Act, to the Texas Facilities Commission and the Comptroller of Public Accounts, the following appropriations are made for capital projects:

July 15, 2015

The Honorable «First_Name» «Last_Name» «Suffix»
«Address»
«City», Texas «Zip_Code»

Dear «Prefix» «Last_Name»:

As you may be aware House Bill 9 of the 84th Legislature was enrolled and become effective on September 1, 2015. This bill raises the Employee's Retirement Contribution by 2.6% for the next biennium. The Legislature added Section 18.12 in Article IX of the General Appropriations Act. This section appropriates supplemental funds, to be paid through the counties, for the District Attorneys to offset the additional Employee's Retirement Contribution deduction.

The Comptroller's Judiciary Section will be remitting to the counties the additional funding necessary for the counties to pay a monthly salary supplement to the District Attorneys. State funding will also be provided to reimburse the counties for the additional fringe benefit cost of administering the payment.

Attached is an informational form and questionnaire to be returned to the Judiciary Section by July 31, 2015.

Please return the attached form in the enclosed envelope to:

The Comptroller's Judiciary Section
P. O. Box 13528
Austin, Texas 78711

If you have any questions, please feel free to contact Alicia Ryno of the Comptroller's Judiciary Section by e-mail at alicia.ryno@cpa.texas.gov or by phone at (800) 531-5441, ext. 3-4355.

Thank you,

Leonard Higgins
Comptroller's Judiciary Section

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG 17 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 8/17/2015

CURRENT POSITION TITLE: CRIMINAL DISTRICT ATTORNEY CURRENT SLOT #: 002-050

REQUESTED POSITION TITLE: CRIMINAL DISTRICT ATTORNEY

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Salary supplement

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

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 50,144.00	$ 53,644.00	$ 3,500.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Allowance Amount: (080-002)

$ 8,000.00	$ 8,000.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt ☒
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☒
Non-Exempt ☐

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

Increase authorized by the 84th Legislature under the General Appropriations Act Article IX, Section 18.12. Salary supplement is not an increase to the salary nor is it additional compensation. It is offered to off set the reduction in take home pay of the District Attorney due to an increase in the retirement contribution deducted. Hidalgo County will be reimbursed for this cost through the State Comptroller's office.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Rolando Cantu DEPARTMENT HEAD	08/17/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther R. Cathey HUMAN RESOURCES DIRECTOR	8.17.15 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

July 15, 2015

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«Address»
«City», Texas «Zip_Code»

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Thank you,

Leonard Higgins
Comptroller's Judiciary Section

TEXAS DISTRICT AND COUNTY ATTORNEYS ASSOCIATION
505 W. 12th St., Ste. 100, Austin, TX 78701 • 512/474-2436 (ph) • 512/478-4112 (fx) • www. tdcaa.com

MEMORANDUM

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FROM: Rob Kepple

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DATE: July 9th, 2015

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Thank you for your patience as this program rolls out. Please call me at 512-474-2436, or email me at kepple@tdcaa.com, if you have additional questions or need assistance. I will pass along any additional information the moment I have it!

(3) The appropriations made in Subsection (b)(1), Subsection (b)(2) and identified in Subsections (a)(3) and any matching federal funds related to the appropriations of this provision are subject to the provisions of Senate Bill 2004, 84th Legislature, Regular Session.

(c) No part of Sec. 14.03 of this Article IX, Limitation on Expenditures - Capital Budget, applies to the funds made subject to this Section.

(d) Any unexpended and unobligated balances from appropriations made or identified herein as of August 31, 2016 are appropriated to each respective agency for the fiscal year beginning September 1, 2016 for the same purpose.

Sec. 18.10. Coordination with Joint Oversight Committee on Government Facilities. Contingent on passage of Senate Bill 2004, or similar legislation relating to the creation of a joint committee to oversee government facilities, by the Eighty-fourth Legislature, Regular Session, 2015, state agencies, or the Facilities Commission on behalf of state agencies, shall notify the joint committee of any need for new space expected in the next four years, no later than 30 days after a need for new space is identified.

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(d) The Comptroller of Public Accounts shall promulgate rules and regulations as necessary to administer this section.

(e) This section is contingent on enactment of House Bill 9 or similar legislation relating to member contributions to the Employees Retirement System of Texas.

Sec. 18.13. Renovations and Office Furnishings at the Lyndon B. Johnson Building.

(a) In addition to amounts appropriated elsewhere in this Act, to the Texas Facilities Commission and the Comptroller of Public Accounts, the following appropriations are made for capital projects:

County Instructions to Implement Monthly Salary Payment to State Prosecutors Offsetting the Increase in the State Retirement Contribution

The Judiciary Section has been appropriated General Revenue for the 2016-17 biennium to compensate counties the net compensation of state prosecutors adversely affected by legislation related to member contributions to the Employees Retirement System of Texas, enacted by the Eighty-fourth Legislature, 2015.

The Judiciary Section will distribute monthly payments to the affected counties in amounts that are sufficient to allow counties to provide state prosecutors a salary supplement such that their compensation, after fringe benefit contributions, will offset the State deduction for the additional State Retirement contribution.

Additionally, the Judiciary Section will distribute payments to the counties an amount to sufficiently cover the counties' cost of providing the supplement.

Example of County Payments					
Supplement and Contributions	**Percent**	**Annual**	**Monthly**	**Annual**	**Monthly**
Gross Wages		140,000.00	11,666.66	112,000.00	9,333.33
Retirement Rate Increase		2.6%	2.6%	2.6%	2.6%
Prosecutor Gross Payment		3,640.00	303.33	2,912.00	242.67
County Reimbursements					
County Paid OASDI	**6.20%**	225.68	18.81	180.54	15.05
County Paid Medicare	**1.45%**	52.78	4.40	42.22	3.52
County Paid Retirement	**13.67%**	497.59	41.47	398.07	33.17
County Paid Workers Comp.	**0.16%**	5.82	0.49	4.66	0.39
Total County Payment		4,421.87	368.50	3,537.49	294.80

PLEASE PROVIDE THE FOLLOWING INFORMATION AND RETURN TO THE COMPTROLLER'S JUDICAIRY SECTION

Judicial District		**District Attorney**	

County Paid Social Security		%
County Paid Medicare		%
County Paid Retirement		%
County Paid Workers Comp.		%

County Name	

Contact Name	

Contact Email	

Contact Phone	

AI-50923 **Budget and Management** **19. B.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of Plans of proposed State Highway Improvement for SH 107 (CSJ: 0342-02-049) from West Floodway Levee to FM 1015, with authority for County Judge to sign the required documents.

BACKGROUND

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	08/14/2015 11:25 AM
Budget & Management	Debbie Tamez	08/14/2015 01:09 PM
Budget & Management	Debbie Tamez	08/14/2015 01:09 PM
Ivan Cantu	Ivan Cantu	08/14/2015 02:30 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Manuel Chapa		Started On: 08/14/2015 10:15 AM
Final Approval Date: 08/14/2015		

Texas Department of Transportation
600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

August 5, 2015

Honorable Ramon Garcia
County Judge, County of Hidalgo
County of Hidalgo
P.O. Box 1356
Edinburg, TX 78540

Control: 0342-02-049
Highway: SH 107
County: Hidalgo
Limits: From: West Floodway Levee
To: FM 1015

Honorable Judge Garcia:

Attached for your review, is the proposed construction plan set for the above referenced project. The project has a letting date of September 2015. You can keep this set of plans for your review and records. Please sign and return the original title sheet back to us as soon as possible.

If you have any questions or need additional information, please feel free to contact me at (956) 702-6339.

Sincerely,

Atidio (Rudy) Garza, P.E.
Project Manager, Pharr Central Design

FED. RD. DIST. NO.	PROJECT NO.		SHEET NO.
6	STP 2016 (059)		1
STATE	STATE DIST. NO.	COUNTY	
TEXAS	PHR	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
0342	02	049	SH 107

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT = STP 2016 (059)

CSJ : 0342-02-049

NET LENGTH OF PROJECT ROADWAY : = 13,728.00 FT = 2.60 MI.

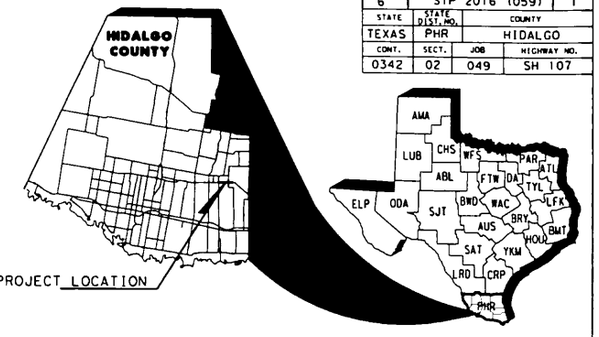
HIDALGO COUNTY

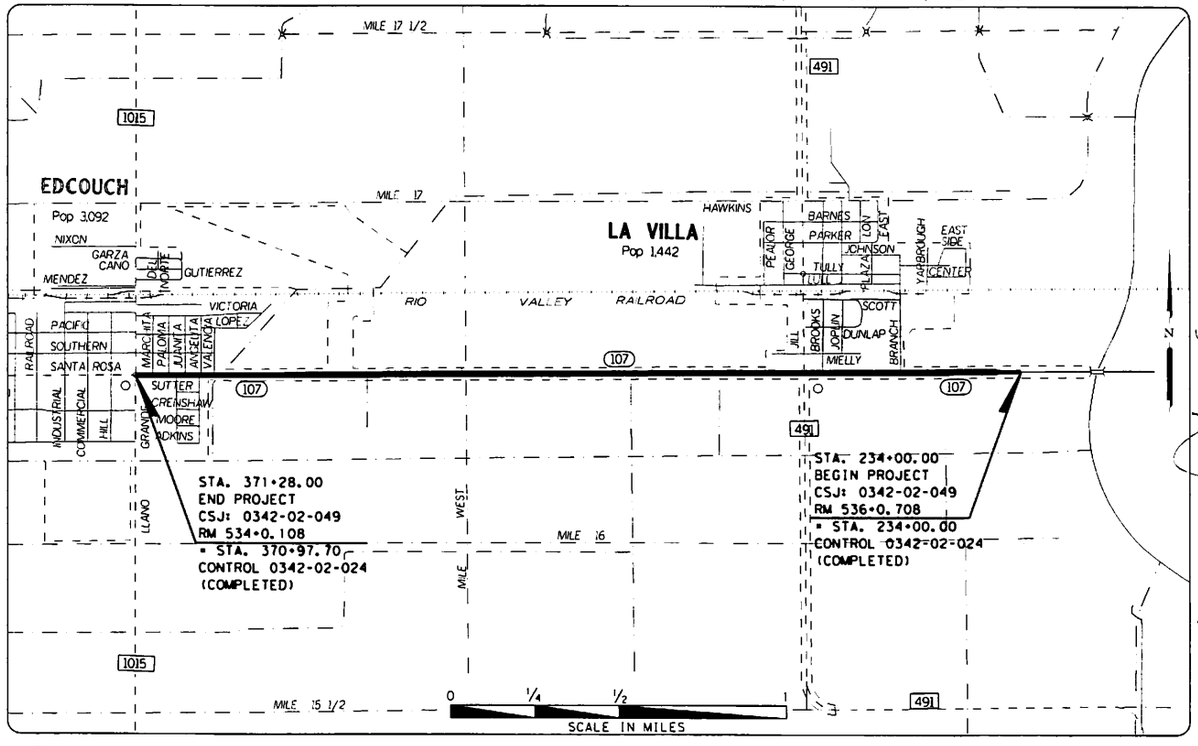
SH 107

LIMITS: FROM: WEST FLOODWAY LEVEE

TO: FM 1015

REHABILITATION OF EXISTING ROADWAY FACILITY CONSISTING OF: CONSTRUCTION OF A NON-FREEWAY FACILITY, FULL DEPTH REPAIR OF EXISTING TRAVEL LANES, GRADING, CEMENT TREATED FLEX. BASE, ASPHALTIC CONC. PAVEMENT, TRAFFIC SIGNALS, AND PAVEMENT MARKINGS.





INDEX OF SHEETS :

SEE SHEET NO. 2
FOR DETAILED INDEX

FINAL PLAN DATA :

FINAL CONTRACT PRICE : _____
CONTRACTORS NAME : _____
CONTRACTORS ADDRESS : _____
LETTING DATE : _____
DATE WORK BEGAN : _____
DATE WORK COMPLETED: _____
DATE OF ACCEPTANCE: _____

CHANGE ORDERS & SUPP. AGREEMENTS :

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

_____ _____
RENE GARZA, P.E. DATE
AREA ENGINEER

LOCAL ENTITIES

CITY OF EDCOUCH: CONCURRENCE — DATE : 7/6/15
NAME: [signature] TITLE: Mayor

CITY OF LA VILLA: CONCURRENCE, — DATE : 7/14/15
NAME: [signature] TITLE: Mayor

COUNTY OF HIDALGO: CONCURRENCE — DATE :
NAME TITLE

HIDALGO AND CAMERON COUNTIES IRRIGATION DIST. # 9: CONCURRENCE — DATE : 8/5/15
NAME: [signature] TITLE: Manager

HIDALGO COUNTY DRAINAGE DIST. #1: CONCURRENCE — DATE :
NAME TITLE

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NO T.D.L.R INSPECTION REQUIRED

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012).

PROJECT DATA - SH 107

DESIGN SPEED:
SH 107: 60 MPH

A.D.T.:
YEAR 2009 : A.D.T. = 6,600
YEAR 2029 : A.D.T. = 10,900

RAILROAD CROSSING: NONE

EQUATIONS: NONE

EXCEPTION: NONE

TEXAS DEPARTMENT OF TRANSPORTATION

RECOMMEND FOR LETTING : 6/30/15
[signature]
DISTRICT ENGINEER

SUBMITTED FOR LETTING : 6/30/15
[signature]
DISTRICT DESIGN ENGINEER

APPROVED FOR LETTING :
DIRECTOR OF TRAFFIC OPERATIONS DIVISION

APPROVED FOR LETTING :
DIRECTOR, DESIGN DIVISION

HIDALGO CO. PROJ. NO. STP 2016 (059)
HWY. NO. SH 107 LETTING DATE SEPTEMBER, 2015
DATE ACCEPTED

SH 107 (0342-02-049)

FILE: T:\engdata\projects\SH107(101 to FLOWY)\TitleSht.dgn

AI-50380 **Budget and Management** **19. C.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TxDOT Precinct No.1 (1315):
1. Discussion, consideration, and action to rescind approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $7,881.93 for Advanced Funding Agreement for the Champion St. to US281 project (CSJ:0863-01-057), Agenda Item 23.A.2 AI-48678, approved by Commissioners' Court on March 17, 2015.

2. Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $11,188.57 for the County's participation for the completion of the acquisition/utility relocation process as per Advanced Funding Agreement for the Champion St. to US281 project (CSJ: 0863-01-057).

BACKGROUND

First Notice Letter Correction received by TXDOT for additional funding. ROWIS payment report of current expenditures related to CSJ: 0863-01-057 amounted to $28,966.57 instead of the original estimate of $17,778.00, leaving a deficit of $11,188.57.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1315-431-00-121-053-0-841

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

BUDGETARY IMPACT:

Funds available as of 8/12/15 (PO723081), pending PO increase .

Attachments

TXDOT - CSJ-0863-01-057
PO increase request

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz	Merlen P. Munoz	08/12/2015 10:12 AM
Budget & Management	Veronica Ortiz	08/12/2015 01:08 PM
Manuel Chapa	Manuel Chapa	08/14/2015 02:52 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Katia Garcia		Started On: 07/07/2015 04:16 PM

Final Approval Date: 08/14/2015

Texas Department of Transportation
125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8700 | WWW.TXDOT.GOV

FIRST NOTICE LETTER CORRECTION

May 28, 2015

REQUEST FOR ADDITIONAL FUNDING

Hidalgo County
RCSJ: 0863-01-057
CCSJ: 0863-01-047
Federal Project Number: HP 1302(2008)
Highway: FM 493
Limits: From Champion Street To US 281

The Honorable Ramon Garcia
Hidalgo County Judge
302 W. University Dr.
Edinburg, Texas 78539

Dear Honorable Judge Garcia:

The above captioned project has been reviewed and noted that the present expenditures exceed the advance payments made by Hidalgo County. In accordance with the terms of the Agreement to Contribute Right of Way Funds negotiated with the State (copy attached), the County of Hidalgo placed a total of $17,778.00 as advance payment to cover its 1.2% share of the estimated costs associated with the acquisition and utility adjustments for additional right of way.

Auditing by this office reveals additional funds are due to the Texas Department of Transportation. Attached is a ROWIS Payment Report of Current Expenditures amounting to $28,966.57, leaving a deficit of $11,188.57. Due to the amount expended over the original cost estimate, it has been determined that an additional $11,188.57 will be needed to continue toward completion of the acquisition/utility relocation process on this project. If unforeseen additional expenditures accrue you will be notified at a later date.

Thus, in accordance with the terms of the agreement negotiated with the State, we are requesting a check made payable to Texas Department of Transportation Trust Fund in the amount of $11,188.57 be forwarded to our office within thirty days from the receipt of the letter, to the following address:

Texas Department of Transportation
South Right of Way Project Delivery
ATTN: Robert "Rob" Juarez
600 W. Interstate 2
Pharr, TX 78577

We appreciate your cooperation and have enjoyed working with you. Please contact Robert "Rob" Juarez at (956) 702-6169 if you have any questions, or require additional information.

Sincerely,

Toribio Garza, Jr, P.E.
District Engineer
Pharr District

Enclosures: ROWIS Payment Report of Current Expenditures
Agreement to Contribute Right of Way Funds

cc: Nelda R. Eureste – South Right of Way Project Delivery Manager
Homer Bazan, Jr. – Director Transportation Planning & Development
Right of Way Division

Texas Department of Transportation

ROWIS Payment Report of Current Expenditures for Hidalgo County Project HP 1302(2008) FM 493 CSJ 0863-01-057 as of May 28, 2015

PARCEL	Descripton	Receivalbe	TOTAL LPA AMOUNT DUE
10	Land Acquisition	$108.00	$108.00
11	Land Acquisition	$294.00	$294.00
12	Land Acquisition	$55.51	$55.51
13	Land Acquisition	$578.29	$578.29
14	Land Acquisition	$80.69	$80.69
15	Land Acquisition	$180.72	$180.72
16	Land Acquisition	$216.10	$216.10
17	Land Acquisition	$58.14	$58.14
18	Land Acquisition	$780.00	$780.00
19A	Land Acquisition	$540.00	$540.00
21	Land Acquisition	$58.08	$58.08
22	Land Acquisition	$801.40	$801.40
23	Land Acquisition	$24.42	$24.42
24	Land Acquisition	$91.13	$91.13
25	Land Acquisition	$84.30	$84.30
26	Land Acquisition	$80.98	$80.98
27	Land Acquisition	$79.48	$79.48
28	Land Acquisition	$78.14	$78.14
29	Land Acquisition	$78.80	$78.80
30	Land Acquisition	$76.26	$76.26
31	Land Acquisition	$73.20	$73.20
32	Land Acquisition	$66.10	$66.10
33	Land Acquisition	$58.67	$58.67
34	Land Acquisition	$58.10	$58.10
35	Land Acquisition	$57.78	$57.78
36	Land Acquisition	$59.33	$59.33
37	Land Acquisition	$61.00	$61.00
38	Land Acquisition	$62.71	$62.71
39	Land Acquisition	$64.60	$64.60
40	Land Acquisition	$66.49	$66.49
41	Land Acquisition	$64.60	$64.60
42	Land Acquisition	$60.32	$60.32
43	Land Acquisition	$53.78	$53.78
44	Land Acquisition	$50.56	$50.56
45	Land Acquisition	$52.56	$52.56
46	Land Acquisition	$56.28	$56.28
47	Land Acquisition	$58.44	$58.44
48	Land Acquisition	$467.24	$467.24
49	Land Acquisition	$522.80	$522.80
50	Land Acquisition	$449.84	$449.84
51	Land Acquisition	$108.25	$108.25
52	Land Acquisition	$156.38	$156.38
53	Land Acquisition	$108.25	$108.25
54	Land Acquisition	$573.83	$573.83

PARCEL	Descripton	Receivalbe	TOTAL LPA AMOUNT DUE
55	Land Acquisition	$67.04	$67.04
57	Land Acquisition	$30.88	$30.88
58	Land Acquisition	$30.60	$30.60
61B	Land Acquisition	$553.18	$553.18
61X	Land Acquisition	$319.07	$319.07
62	Land Acquisition	$1,545.20	$1,545.20
64	Land Acquisition	$21.65	$21.65
65	Land Acquisition	$53.10	$53.10
66A	Land Acquisition	$643.92	$643.92
67	Land Acquisition	$45.80	$45.80
68	Land Acquisition	$234.40	$234.40
72	Land Acquisition	$41.82	$41.82
74	Land Acquisition	$349.70	$349.70
76	Land Acquisition	$446.32	$446.32
78	Land Acquisition	$11.90	$11.90
79	Land Acquisition	$1,140.18	$1,140.18
80	Land Acquisition	$488.44	$488.44
81	Land Acquisition	$2,192.62	$2,192.62
82A	Land Acquisition	$72.00	$72.00
82B	Land Acquisition	$49.21	$49.21
83	Land Acquisition	$197.91	$197.91
84	Land Acquisition	$380.90	$380.90
85	Land Acquisition	$239.29	$239.29
86	Land Acquisition	$57.67	$57.67
87A	Land Acquisition	$127.18	$127.18
87B	Land Acquisition	$74.57	$74.57
87C	Land Acquisition	$42.61	$42.61
88	Land Acquisition	$266.11	$266.11
89	Land Acquisition	$125.86	$125.86
90	Land Acquisition	$708.36	$708.36
91	Land Acquisition	$205.00	$205.00
92	Land Acquisition	$207.86	$207.86
93	Land Acquisition	$103.04	$103.04
94B	Land Acquisition	$88.44	$88.44
94C	Land Acquisition	$88.24	$88.24
95	Land Acquisition	$301.73	$301.73
96A	Land Acquisition	$12.00	$12.00
96B	Land Acquisition	$631.85	$631.85
97	Land Acquisition	$192.04	$192.04
98	Land Acquisition	$85.80	$85.80
99	Land Acquisition	$1,250.66	$1,250.66
100	Land Acquisition	$2,520.56	$2,520.56
101B	Land Acquisition	$376.25	$376.25
101A	Land Acquisition	$181.36	$181.36
102	Land Acquisition	$211.10	$211.10
103	Land Acquisition	$72.00	$72.00
104	Land Acquisition	$42.89	$42.89
105C	Land Acquisition	$10.44	$10.44
105J	Land Acquisition	$105.38	$105.38

PARCEL	Descripton	Receivalbe	TOTAL LPA AMOUNT DUE
107	Land Acquisition	$1,011.17	$1,011.17
109	Land Acquisition	$124.63	$124.63
112	Land Acquisition	$71.46	$71.46
116	Land Acquisition	$12.85	$12.85
120	Land Acquisition	$374.30	$374.30
121	Land Acquisition	$478.78	$478.78
122	Land Acquisition	$8.59	$8.59
123	Land Acquisition	$69.83	$69.83
124	Land Acquisition	$108.91	$108.91
125	Land Acquisition	$55.80	$55.80
126	Land Acquisition	$46.18	$46.18
128	Land Acquisition	$438.65	$438.65
129	Land Acquisition	$485.87	$485.87
130	Land Acquisition	$497.47	$497.47
131	Land Acquisition	$182.40	$182.40

Receivables: $28,966.57

Receipts: $17,778.00

Net Receivables: $11,188.57

Prepared By: _____ Date: 5/28/2015
Robert R. Juarez, ROW Agent

Approved By: _____ Date: 5/28/15
for Nelda E. Eureste, S. R/W PD Manager

Texas Department of Transportation

MEMORANDUM

TO: Nelda Eureste
Right of Way Manager
South R/W Project Delivery

Date: June 19, 2013

FROM: John P. Campbell, P.E., SR/WA

SUBJECT: Transmittal of First Amended Agreement to Contribute
Right of Way Funds
Hidalgo County (109)
ROW CSJ 0863-01-057
FM 493: From Champion Street
To US 281

As requested, attached is the executed contractual agreement which was received by the ROW Division May 15, 2013. This agreement between Hidalgo County and the State of Texas obligates the County to contribute $17,778, reflecting 1.2% of the estimated cost for land acquisition & utility adjustments totaling to $1,481,500 for the project. The State is obligated to acquire all parcels and adjust all eligible utilities.

Hidalgo County is an economically disadvantaged county. The County was granted an Economically Disadvantaged County Adjustment by virtue of Minute Order 112018, passed October 28, 2009, which authorized an adjustment of the local match to 1.2% instead of the standard 10% requirement for this project. Should you have any questions, please contact Debbie Menefee at (512) 416-2943.

Attachments

cc: Jesus Esquierdo
SR/WPD
Pharr District

Attachments – One (1) Executed Original Agreements

County Hidalgo county
District Pharr District (21)
ROW CSJ # 0863-01-057
CCSJ # 0863-01-047
Federal Project #:
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

FIRST AMENDED AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and **Hidalgo County**, Texas, acting through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, the State and Local Government previously entered into that certain Contractual Agreement for Right of Way Procurement – Local Government executed by the State on April 26, 2011 ("Original Agreement"); and

WHEREAS, the State and Local Government agree to modify the terms of the Original Agreement as set forth below in this Agreement; and

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. **FM 493** from **Champion Street** to **US 281(all except Parcels 1,3,4,7,8,9,108 and 127 that are within the city limits of the City of Donna)**, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities, called the "Project"; and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated April 23rd, 2013 which is attached to and made a

County Hidalgo county
District Pharr District (21)
ROW CSJ # 0863-01-057
CCSJ # 0863-01-047
Federal Project #:
Federal Highway Administration
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Not Research and Development

part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

AGREEMENT

1. **Agreement Period**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Termination**
   This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:
   A. The agreement is terminated in writing with the mutual consent of the parties;
   B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
   C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. **Local Project Sources and Uses of Funds**
   A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall contribute to the State the amount shown in Attachment C for its percentage of the total cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
   B. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
   C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of*

Transportation. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

D. The total cost of the right of way acquired by the State shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal, or adjustment of eligible utilities.

E. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.

F. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government or the State will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another agreement with approval by appropriate personnel of the Local Government. If the Local Government contributes real property under this agreement, this refund provision is subject to the limitation described below in Article 4 (Real Property in Lieu of Monetary Payment).

G. The State will not pay interest on any funds provided by the Local Government.

H. In the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.

I. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

J. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

County Hidalgo county
District Pharr District (21)
ROW CSJ # 0863-01-057
CCSJ # 0863-01-047
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4. **Real Property in Lieu of Monetary Payment**
   - **A.** Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
   - **B.** The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.
   - **C.** Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
   - **D.** In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. **Amendments**
   Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. **Notices**
   All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

County Hidalgo county
District Pharr District (21)
ROW CSJ # 0863-01-057
CCSJ # 0863-01-047
Federal Project #:
Federal Highway Administration
CFDA # 20.205
Not Research and Development

Local Government:	State:
Honorable Judge, Ramon Garcia Judge, Hidalgo County P.O. Box 1356 Edinburg, TX 78540	Director of Right of Way Division Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

7. **Remedies**
This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. **Legal Construction**
If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. **Responsibilities of the Parties**
The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. **Compliance with Laws**
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

County Hidalgo county
District Pharr District (21)
ROW CSJ # 0863-01-057
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Federal Project #:
Federal Highway Administration
CFDA # 20.205
Not Research and Development

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under

18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

County Hidalgo county
District Pharr District (21)
ROW CSJ # 0863-01-057
CCSJ # 0863-01-047
Federal Project #:
Federal Highway Administration
CFDA # 20.205
Not Research and Development

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://www.bpn.gov/ccr/default.aspx;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than $500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

County Hidalgo county
District Pharr District (21)
ROW CSJ # 0863-01-057
CCSJ # 0863-01-047
Federal Project #:
Federal Highway Administration
CFDA # 20.205
Not Research and Development

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Ramon Garcia
Signature

Ramon Garcia
Typed or Printed Name

Approved by Commissioners' Court on 4/23/13 RD

Honorable Judge of Hidalgo County
Title

5-9-13
Date

THE STATE OF TEXAS

John P. Campbell, P.E.
Director, Right of Way Division
Texas Department of Transportation

6-19-13
Date

County Hidalgo county
District Pharr District (21)
ROW CSJ # 0863-01-057
CCSJ # 0863-01-047
Federal Project #:
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

See attached minutes from Hidalgo County Commissioners Court Marked Special Meeting of April 23, 2013

April 23, 2013

SPECIAL MEETING - April 23, 2013

BE IT REMEMBERED, that on this 23rd day of April A.D., 2013, there was begun and held a REGULAR 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 A.C. CUELLAR, JR.	**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:

DATE April 24, 2013
A true copy I certify
ARTURO GUAJARDO, JR.
Clerk, Hidalgo County, Texas
Deputy

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote to approve the one year extension for all items listed under 16.H.

Vote: 3 - 0 - Unanimously

17. **Right of Way - Joe Pena:**

A. Authorizatron for County Judge to sign Closing Documents for FM 681/ FM 2221 Project, Parcel 31. Approved by Commissioners Court on February 15, 2013.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

18. **Precinct #1 - Comm. Cuellar:**

A. Requesting approval of Amendment to Interlocal Cooperation Agreement between City of Mercedes and County of Hidalgo for the Mile 2 West Project.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

19. **Precinct #3 - Comm. Flores:**

A. Requesting approval to process the following invoices a claim with authority for County Treasurer to issue payment after review, audit, and processing procedures are competed by County Auditor. PO # 625224 and PO #625225

Vendor	Invoice #	Date	Amount
L&G Consulting Engineers	11324402	03-31-2013	$84,375.62
L&G Consulting Engineers	11324401	03-31-2013	$50,185.60

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

DATE April 24 2013
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

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

A. Pct. 1 TXDOT (1315)
1 Approval to accept the revised agreement for FM 493 (from US Bus 83 to US 281) from TXDOT and rescind prior agreement This revised agreement will decrease the local partic patron rate from 10% to 1 2% Ref ROW CSJ-0863-01-057 and Construction CSJ-0863 01-047

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Board made a UNANIMOUS vote of approval.
Vote: 3 - 0 - Unanimously

2. Approval to submit payment to TXDOT in the amount of $17 778 00, with authority for the County Treasurer to issue payment after review audit, and processing procedures are completed by the County Auditor

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Board made a UNANIMOUS vote of approval.
Vote 3 - 0 - Unanimously

3. Approval of Second Amendment and Restatement of Interlocal Cooperation Agreement between the County of Hidalgo and City of Donna, Texas concerning certain improvements to FM 493 from Champion St. south to US Highway 281.

On motion by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval, subject to legal review.

Vote: 3 - 0 - Unanimously

B. **Salary Schedule Changes:**

1. **Sheriff's Office (1100):**
a. Approval to authorize clothing allowance as follows, effective 01/01/13.

Slot No.	Position Title	Allowance	Budgeted Amount
0028	Sergeant (Step I)	Clothing	$500 00
0052	(Sr) Deputy Sheriff (Step II)	Clothing	$500.00

b. Approval of interdepartmental transfer.
c. Approval of revised salary schedule.

On motion by COMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded by COMMISSIONER, PCT. 1 A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote to approve items 20 B.1 a, b & c., effective April 23, 2013.

Vote: 3 - 0 - Unanimously

21. **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.

DATE April 23, 13
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

April 23, 2013

There being no further business to come before said Court, the meetings of the Commissioners' Court and the Drainage District #1 Board are now hereby adjourned.

Dated this the 23rd day of April, 2013

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Priscilla Torres, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on April 23, 2013

Signed this 23rd day of April 2013

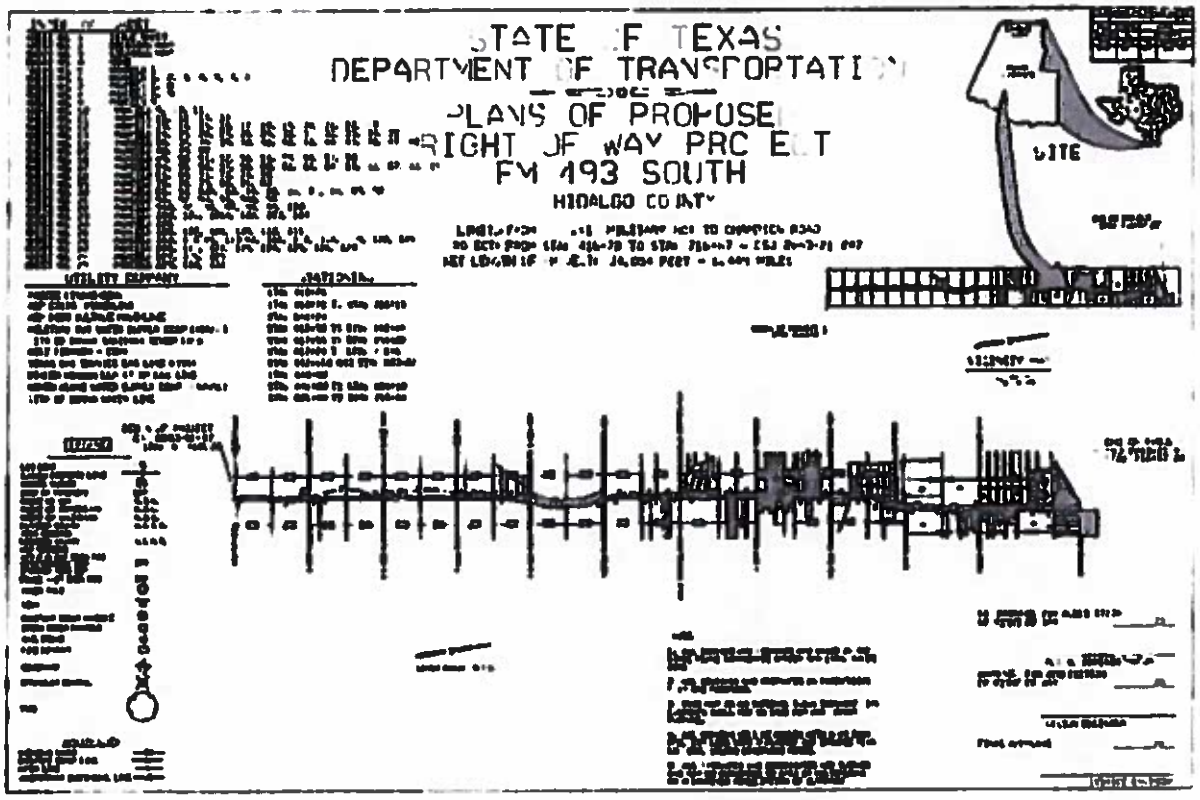
ATTEST
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

(Seal) _____ Priscilla Torres, Deputy

DATE April 24, 2013
A true copy I certify
ARTURO GUAJARDO, JR.
County Clerk, Hidalgo County, Texas
By _____ Deputy

County Hidalgo county
District Pharr District (21)
ROW CSJ # 0863-01-057
CCSJ # 0863-01-047
Federal Project #:
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



Hidalgo County: All parcels except Parcels 1, 3, 4, 7, 8, 9, 108 and 127.

Standard Agreement to Contribute
State Performs Work
EDC Adjustment
Attachment C

Description	Total Estimated Cost	State Participation			Local Participation		
		% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Right of Way Acquisition	$1,281,500	90%	98.8%	$1,266,122	10%	1.2%	$15,378
Reimbursable Utility Adjustments	$200,000	90%	98.8%	$197,600	10%	1.2%	$2400
Joint Bid Reimburseable Utility Adjustments	$0	0%	0%	$0	0%	0%	$0
	$0	0%	0%	$0	0%	0%	$0
	$0	0%	0%	$0	0%	0%	$0
TOTAL	$1,481,500	90%	98.8%	$1,463,722	10%	1.2%	$17,778

Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on October 29, 2009 by virtue of attached Minute Order No. 112018, and approved a 88 percent adjustment to the required 10 percent local participation for this project. Also attached are completed Affidavit and EDC Program Information Sheet.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

August 2, 2010

Honorable Rene Ramirez
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: EDCP Application for FM 493 Reconstruction and Widening, CSJ (0063-01-047), from Champion St. to US 281

Dear Judge Ramirez:

Your application (attached) for an Economically Disadvantaged County Program (EDCP) adjustment to the required local participation for the referenced project has been approved. The adjustment is detailed below. These adjusted local participation percentages have been reflected in the project agreement.

Project Component	Usual Local Participation	Adjustment Percentage	Adjusted Local Participation
Right of Way	10%	88%	1.2%
Eligible Utilities	10%	88%	1.2%

Should you have any questions regarding this reduction call Jody Ellington, Director of Transportation Planning and Development or me at (956) 702-6100. As always, we look forward to working with you toward the implementation of this project.

Sincerely,

Mario R. Iseppi, P.E.
District Engineer

Attachments
cc: Jesus Noriega, P.E.
Hector Gonzalez, P.E., Pharr Area Office
FILE

FY 2010 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM
INFORMATION SHEET

COUNTY Hidalgo **APPLICANT** Hidalgo County

District Contact Information

Name: Melba R. Schaub Telephone: 956-783-8181

If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

If the applicant is a CITY within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? (Circle as appropriate) YES or NO

2 Population (2007 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construct
CSJ:	0833-01-027
ESTIMATED LETTING DATE	Aug. 2011

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits from and to

FM 396
From: Champion Blvd
To: US 281

PROJECT SCOPE- Give type of work

Reconstruct and Add Lanes

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

The unemployment and poverty rates of Hidalgo County are high. Meeting the needs of basic necessities along with addressing the infrastructure demands places a heavy burden on the County. We therefore request a reduction in our match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Total Adjustment - 00

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)		4. Est. Required Local Match ($)	5. Local Participation After Adjustment (%)
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]

Approved by _____ Date 7/23/10

FY 2010 EDCP

AFFIDAVIT

The State of Texas,

County of Hidalgo

Before me, Monica Badillo, a notary public in and for the State of Texas, on this day personally appeared Rene A. Ramirez, who being by me duly sworn, upon oath says:

I, Rene A. Ramirez, representing the ~~city~~/county of Hidalgo, having been duly ~~elected~~ on 11-3-09 and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

Signature

6/29/10
Date

Subscribed and sworn to before me, by the said Rene A. Ramirez, this 29th day of June, 2010, to certify which witness my hand and seal of office.

My commission expires 4-21-2011.

Monica Badillo
Official Signature

Monica Badillo
Printed or stamped name of Notary

TEXAS TRANSPORTATION COMMISSION

VARIOUS Counties

MINUTE ORDER

VARIOUS Districts

Transportation Code, §222.053, defines an "economically disadvantaged county" as a county that has, in comparison to other counties in the state: (1) below average per capita taxable property value; (2) below average per capita income, and (3) above average unemployment.

Transportation Code, §222.053 directs the Texas Transportation Commission (commission), when evaluating a proposal for a highway project in a political subdivision that consists of all or a portion of an economically disadvantaged county, to adjust the minimum local matching funds requirement after evaluating the political subdivision's effort and ability to meet the requirement. The commission is also required to certify a county as an economically disadvantaged county on an annual basis as soon as possible after the comptroller reports on the economic indicators listed above

43 TAC §15.55 establishes the criteria that the commission will consider in determining the adjustment to the local matching funds requirement and a local government's effort and ability to meet the requirement.

The Comptroller of Public Accounts has provided the data needed to determine the counties eligible for the Economically Disadvantaged Counties Program for 2010. The counties' efforts and ability to provide a local match has been considered using the criteria set forth in 43 TAC §15.55 Exhibit A lists the eligible counties and their respective recommended local match adjustments.

IT IS THEREFORE ORDERED that the 2010 list of counties eligible for the Economically Disadvantaged Counties Program, as shown in Exhibit A, is certified and the local match adjustment for each county is established.

Submitted and reviewed by:

Director, Transportation Planning and Programming Division

Recommended by

Executive Director

112018 OCT 2009

Minute Number | Date Passed

EXHIBIT A

Economically Disadvantaged Counties FY 2010

FY 2010 Eligible Counties	Adjustment %
Anderson	69
Bailey	67
Bee	73
Bosque	42
Briscoe	40
Brooks	65
Caldwell	78
Cameron	71
Cass	58
Cherokee	62
Childress	95
Coke	62
Concho	73
Dawson	66
Delta	83
Dimmit	81
Donley	63
Duval	87
El Paso	52
Falls	69
Fannin	69
Frio	87
Grayson	53
Grimes	51
Hale	62
Hall	79
Henderson	51
Hidalgo	88
Hill	58
Houston	60
Hudspeth	58
Hunt	57
Jasper	62
Jones	74
Kames	94

FY 2010 Eligible Counties	Adjustment %
Kaufman	53
Kinney	76
Lamar	52
La Salle	70
Madison	66
Marion	67
Matagorda	33
Maverick	81
Mitchell	70
Morris	29
Navarro	64
Newton	72
Presidio	93
Rains	67
Red River	77
Reeves	54
Runnels	73
Sabine	43
San Augustine	76
San Jacinto	56
San Patricio	25
San Saba	68
Starr	95
Swisher	73
Terry	52
Trinity	68
Tyler	56
Uvalde	84
Val Verde	80
Walker	75
Webb	67
Willacy	84
Wood	49
Zavala	95

Cities within an Economically Disadvantaged County may receive higher percentage adjustments beyond their respective county's adjustment under two conditions. If they have a local economic development sales tax and their population is less than 5000. An adjustment can not exceed 95% or be less than 15%.

CNTRL # 11-723081

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Pct.1
Contact Name: KATIA GARCIA
Telephone No.: (956)968-8733

Vendor No.: 152005
Vendor Name: TEXAS DEPT OF TRANSPORTATION
Address: 600 W. INTERSTATE 2
PHARR, TX 78577-1231

Purchase Order No.: 723081
Increase **No. 1** for this Purchase Order
Procurement Method:
❑ Contract # _____
❑ Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
❑ Quotes over $1,000.00 (verbal quotes)
❑ Quotes over $5,000.00
(attach written quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description	NIGP	Unit Price	Amount
1	EA	*AMOUNT OF ORIGINAL PURCHASE ORDER*	*92513*	7881.93	**$7,881.93**
		8/12/15 1ST PO INCRESE REQUEST	92513		$3,306.64
		AMOUNT OF INCREASE REQUEST-			**$3,306.64**
		TOTAL AMOUNT			**$11,188.57**

Account Number: 5-1315-431-00-121-053-0-841

Liquidated: _____
Available: _____

Reason: Additional funds due to the Texas Department of Transportation for the FM 493 (Champion Street to US 281) project.

Authorization: Katia Garcia — Department Head — Date: 8/12/15

Reviewed By: _____ — Purchasing Department — Date: _____

Approved By: _____ — Purchasing Agent — Date: _____

Approved By: _____ — County Auditor — Date: _____

AI-50775 **Budget and Management** **19. D.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of $6,928.83 (Four Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

BACKGROUND

Texas VINE Annual Maintenance Grant Contract - Fiscal Year 2015 was approved by Commissioners' Court on September 09, 2014 (AI# 46084).

Reference:
First Qtr - Reimb. Invoice $6,928.83 (AI# 47252 11-18-14)
Second Qtr - Reimb. Invoice $6,928.83 (AI# 48461 2-17-15)
Third Qtr - Reimb. Invoice $6,928.83 (AI# 49581 5-19-15)

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1283-415-00-200-005-5-336

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

BUDGETARY IMPACT:

No Budgetary Impact

Revenue acct #5-1283-334-10-200-005-5-000 "Texas Vine Program Revenue"

Grant FY 2015

Attachments

Reimb Invoice
Production record

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	08/11/2015 01:24 PM
Budget & Management	Veronica Ortiz	08/11/2015 02:02 PM
Budget & Management	Debbie Tamez	08/12/2015 09:47 AM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Manuel Chapa Started On: 08/05/2015 03:00 PM

Final Approval Date: 08/14/2015

Office of the Attorney General
Statewide Automated Victim Notification Services (SAVNS)
Fiscal Year 2015 Invoice

	PHASE TYPE	
Place an "X" to the right of the applicable quarter(s)	**1st Quarter**	November 30, 2014
	2nd Quarter	February 28, 2015
	3rd Quarter	May 31, 2015
	4th Quarter	August 31, 2015
Mail To: **Office of the Attorney General** **Grants Administration Division - MC005** **P.O. Box 12548** **Austin, TX 78711-2548**	**Date of Invoice:**	
	Invoice #:	
	Texas TIN:	
	Organization Name:	**Hidalgo County**
	Mailing Address:	2808 S. Business Hwy. 281
	City:	Edinburg
	State:	TX
Grants Administration Division (GAD) Contact **Attn: Finance Section** **Title: Financial Specialist** **Email: Pinni.Warner@texasattorneygeneral.gov** **Telephone: (512) 936-6397**	**Zip Code:**	78539
	Contact Person:	Ray Eufracio, CPA
	Title:	County Auditor
	Email Address:	ray.eufracio@auditor.co.hidalgo.tx.us
	Telephone:	956-318-2511 x4604

Month of Service	OAG GRANT #		Amount of Claim
Aug-15	**1554914**	**PCA 10352**	**$6,928.83**

Note - 1: Invoice must be received for the prior quarter by the 5th of the next month following the end of each quarter.

Description of Services: **Note 2:** Reimbursement for services rendered on a contract basis under the Statewide Automated Victim Notification Service (SAVNS) Grant to the Office of the Attorney General (Term: September 1, 2014 to August 31, 2015).

Note - 3: None of the costs billed under this invoice have been charged to any other state or federal grant, contract, or any other funding source. I certify that the expenses being requested for reimbursement are correct and unpaid.

Note - 4: The amount of claim must not exceed the amount stated in "Total Due" line on the Certified Vendor Invoice.

Authorized Official or Designee Signature
Note - 5: Must be signed by the Authorized Official or Alternate Designee

Signature of Authorized Official or Alternate Designee **Date**

Type/Print Authorized Official Name or Alternate Designee and Title

For OAG Use Only

Date Received by Grants Administration Division of the OAG:	GAD Fiscal Approval / Date	Date Received by OAG Accounting:

OFFICE *of the* ATTORNEY GENERAL
GREG ABBOTT

Texas Statewide Automated Victim Notification Service (SAVNS) FY 2015 Quarterly Verification of Continuing Production Record

The purpose of this record is to establish a regular schedule for the Grantee to provide an update regarding the Texas SAVNS Program. The intent is to ensure that the Grantee is aware of the ongoing status of its Texas SAVNS Program functionality and continuing production. The OAG will crosscheck Grantee verifications with those of the Certified Vendor.

Grantee:	Hidalgo County	Contract Number:	1554914

Yes	No	N/A	Grantee Responsibility
X			As of the date below, SAVNS Jail Records are on production and available.
X			As of the date below, SAVNS Court Records are on production and available.
X			County SAVNS Problem Log notes all problems and resolutions.
	X		Program Coordinator/Grant Contact keeps a SAVNS grant file.

Check 'Yes' or 'No' for each box.

the SAVNS file is Kept at Auditors Office

The primary responsibility for signing this verification is the Designated Authorized Official. Unchecked or checked 'No' boxes require an explanation in the Explanation/Comments Box.

County Verification:

Signature
Ramon Garcia

Printed Name
Hidalgo County Judge

Title

Date

Explanation/Comments:

*** This completed and signed document must be submitted as an attachment to the quarterly invoice in order for payment to be made on your County's behalf, for costs associated with Annual Maintenance. Please keep a copy in your grant file.

AI-50511 **Budget and Management** **19. E.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Title IV-E Child Welfare Services (1100):
1. Approval of the Title IV-E Child Welfare Services Grant Budget (Contract #23941009) for October 1, 2015 - September 30, 2016.
2. Approval for County Judge to sign Budget Form 2030CWIVE.

BACKGROUND

All other documents requiring signature for Contract #23941009 are being presented in AI-50527 (CC 8/18/15).

Fiscal Impact

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

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

BUDGETARY IMPACT:

STATE FY 2016

The County matches 100% of all costs related to Title IV-E County Child Welfare Services. However, the Texas Department of Family and Protective Services reimburses the county for part of the expenses when the County handles Title IV-E cases. Actual reimbursement is based on Eligible Population Rate (EPR) in effect for the county during the month in which the expenses are incurred. The reimbursement is then receipted in a General Fund revenue account number (5-1100-331-12-360-001-0-000).

Attachments

Budget Form 2030CWIVE
Annual Review Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	07/23/2015 09:11 AM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Debbie Tamez		Started On: 07/16/2015 01:38 PM
Final Approval Date: 08/14/2015		

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

K909-Form 2030CWIVE
August 2014

Summary

County:	**Hidalgo County**
Contract Number:	**23941009**
Budget Effective Date:	**10/1/2015-9/30/2016**

Cost Category	*Estimated Total Expenses Allocable to Title IV-E*	*Total Anticipated Federal Reimbursement*	*Total Anticipated County Match*
A. Administration			
A.1. Direct Personnel Salaries	$83,437.32	$18,280.28	$65,157.04
A.2. Direct Personnel Fringe Benefits	$34,010.27	$7,451.31	$26,558.96
A.3. Direct Personnel Travel	$0.00	$0.00	$0.00
A.4. Direct Materials and Supplies	$0.00	$0.00	$0.00
A.5. Direct Equipment	$0.00	$0.00	$0.00
A.6. Direct Other Costs	$4,000.00	$876.36	$3,123.64
Total Administration	*$121,447.59*	*$26,607.95*	*$94,839.64*
B. Training			
B.1. Title IV-E Training (75%)	$0.00	$0.00	$0.00
B.2. Title IV-E Fostering Connections Training (65%)	$0.00	$0.00	$0.00
B.3. Non-Title IV-E Training (50%)	$0.00	$0.00	$0.00
Total Training	*$0.00*	*$0.00*	*$0.00*
C. Supplemental Foster Care Maintenance (SFCM)			
Total SFCM	*$2,700.00*	*$1,567.35*	*$1,132.65*
D. Indirect Costs (if applicable)			
Indirect Cost Base	*$0.00*	*$0.00*	*$0.00*
Grand Total	**$124,147.59**	**$28,175.30**	**$95,972.29**

***Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:** **43.818%**

Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

*** Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year:** **58.05%**

Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs): **0.000%**

Contractor Certification

Signature ***Date***

Printed Name & Title

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

K909-Form 2030CWIVE
August 2014

Administration
A.1. Direct Personnel Salaries

County: **Hidalgo County**

Contract Number: **23941009**

Budget Effective Date: **10/1/2015-9/30/2016**

Position or Title	A	B	C	D
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)
Human Services Technician	$2,328.47	100%	12	$27,941.64
Human Services Technician	$2,372.38	100%	12	$28,468.56
Human Services Technician	$2,252.26	100%	12	$27,027.12
				$0.00
				$0.00
				$0.00
			Total Direct Personnel Salaries	$83,437.32

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Budget for Title IV-E
County Child Welfare Services Contract

E	F
Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	**Anticipated County Match**
$6,121.73	$21,819.91
$6,237.18	$22,231.38
$5,921.37	$21,105.75
$0.00	$0.00
$0.00	$0.00
$0.00	$0.00
$18,280.28	$65,157.04

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

K909-Form 2030CWIVE
August 2014

Administration
A.2. Direct Personnel Fringe Benefits

County:	**Hidalgo County**
Contract Number:	**23941009**
Budget Effective Date:	**10/1/2015-9/30/2016**

Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Health Insurance	$17,852.13	$3,911.22	$13,940.91
Life Insurance	$113.13	$24.79	$88.34
FICA	$6,382.95	$1,398.44	$4,984.51
Retirement	$8,869.40	$1,943.20	$6,926.20
Unemployment Compensation	$500.62	$109.68	$390.94
Workers' Compensation	$292.04	$63.98	$228.06
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Fringe Benefits	$34,010.27	$7,451.31	$26,558.96

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Budget for Title IV-E
County Child Welfare Services Contract

Budget for Title IV-E
County Child Welfare Services Contract

Administration
A.3. Direct Personnel Travel

County:	**Hidalgo County**
Contract Number:	**23941009**
Budget Effective Date:	**10/1/2015-9/30/2016**

Type of Travel Expense Note: only include travel NOT related to personnel training	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Travel	$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

K909-Form 2030CWIVE
August 2014

Administration A.4. Direct Materials and Supplies			
	County:	**Hidalgo County**	
	Contract Number:	**23941009**	
	Budget Effective Date:	**10/1/2015-9/30/2016**	
Materials and Supplies (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Materials and Supplies	$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

K-909Form 2030CWIVE
August 2014

Administration A.5. Direct Equipment				
		County:	**Hidalgo County**	
		Contract Number:	**23941009**	
		Budget Effective Date:	**10/1/2015-9/30/2016**	
Equipment (description)	**Method Used** (rent/lease/ purchase)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
Total Direct Equipment		$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

K909-Form 2030CWIVE
August 2014

Administration A.6. Direct Other Costs			
	County:	**Hidalgo County**	
	Contract Number:	**23941009**	
	Budget Effective Date:	**10/1/2015-9/30/2016**	
Other Costs (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Court Costs & Investigation	$2,000.00	$438.18	$1,561.82
Room & Board	$2,000.00	$438.18	$1,561.82
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Other Costs	$4,000.00	$876.36	$3,123.64

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Budget for Title IV-E
County Child Welfare Services Contract

B. Training

B.1. Title IV-E Training (75%)

County: **Hidalgo County**

Contract Number: **23941009**

Budget Effective Date: **10/1/2015-9/30/2016**

Training (Description and Title)	**Registration*** (amount allocable to Title IV-E)	**Lodging*** (amount allocable to Title IV-E)	**Meals*** (amount allocable to Title IV-E)	**Transportation** (amount allocable to Title IV-E)	**Subtotal**	**Number of Employees Attending**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to t						
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
				Total Training		

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_

Budget for Title IV-E
County Child Welfare Services Contract

Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 75% FFP)	Anticipated County Match
raining.		
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00

IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

K909-Form 2030CWIVE
August 2014

B. Training

B.2. Title IV-E Fostering Connections Training (65%)

County: **Hidalgo County**

Contract Number: **23941009**

Budget Effective Date: **10/1/2015-9/30/2016**

Training (Description and Title)	**Registration*** (amount allocable to Title IV-E)	**Lodging*** (amount allocable to Title IV-E)	**Meals*** (amount allocable to Title IV-E)	**Transportation*** (amount allocable to Title IV-E)	**Subtotal**	**Number of Attendees**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to						
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
				Total Training		

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_I

Budget for Title IV-E
County Child Welfare Services Contract

Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 65% FFP)	Anticipated County Match
) training.		
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00

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Budget for Title IV-E
County Child Welfare Services Contract

B. Training

B.3. Non-Title IV-E Training (50%)

County: **Hidalgo County**

Contract Number: **23941009**

Budget Effective Date: **10/1/2015-9/30/2016**

Training (Description and Title)	**Registration*** (amount allocable to Title IV-E)	**Lodging*** (amount allocable to Title IV-E)	**Meals*** (amount allocable to Title IV-E)	**Transportation*** (amount allocable to Title IV-E)	**Subtotal**	**Number of Employees Attending**
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to						
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
					$0.00	
				Total Training		

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV

Budget for Title IV-E
County Child Welfare Services Contract

Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
training.		
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00

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Budget for Title IV-E
County Child Welfare Services Contract

C. Supplemental Foster Care Maintenance (SFCM)

County:	**Hidalgo County**
Contract Number:	**23941009**
Budget Effective Date:	**10/1/2015-9/30/2016**

Other Costs (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated FMAP)**	**Anticipated County Match**
Allowances		$0.00	$0.00
Clothing	$1,200.00	$696.60	$503.40
Gifts		$0.00	$0.00
Graduation Expenses		$0.00	$0.00
Personal Items		$0.00	$0.00
School Supplies		$0.00	$0.00
Reasonable Child Specific Travel	$1,500.00	$870.75	$629.25
Total Direct Other Costs	$2,700.00	$1,567.35	$1,132.65

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Budget for Title IV-E
County Child Welfare Services Contract

Budget Narrative

County:	**Hidalgo County**
Contract Number:	**23941009**
Budget Effective Date:	**10/1/2015-9/30/2016**

Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County

A. Administration

A.1. Direct Personnel Salaries

Salaries of employees that will be assigned tasks to help meet the work constraints facing Child Protective Services (CPS). These individuals function as assistants to agency staff and supervisors in providing human services to Child Protective Services (CPS) clients. The staff is assigned Title IV-E activities and cases that meet Title IV-E criteria to allow for potential reimbursement by the State. The salaries set forth for all employees cover full time work status. The total amount is $83,437.32 for the Human Services Technician salaries, including longevity pay.

A.2. Direct Personnel Fringe Benefits

Fringe benefits of employees performing Title IV-E activities as Human Services Technicians.

A.3. Direct Personnel Travel

A.4. Direct Materials and Supplies

A.5. Direct Equipment

A.6. Direct Other Costs

Costs associated with room & board and court costs & investigation.

B. Training

B.1. Title IV-E Training (75%)

B.2. Title IV-E Fostering Connections Training (65%)

B.3. Non-Title IV-E Training (50%)

C. Supplemental Foster Care Maintenance (SFCM)

Costs associated with providing the children with clothing/uniforms and for reasonable child specific travel.

D. Indirect Costs (if applicable)

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
John J. Specia, Jr.

July 14, 2015

Re: FY 2016 - County Legal Services AND Welfare Board IV-E Annual Review

Contract Number: 23941008 & 23941009

Dear Honorable Judge Ramon Garcia:

The Texas Department of Family and Protective Services (DFPS) must comply with federal regulations by conducting an annual review of your Title IV-E contract which includes the following contract actions:

- Identifying the budget to be used for the new contract period. This may include obtaining and approving a revised budget or confirmation of the continued use of the most current budget;
- ensuring documentation of the most current signature designation authority as documented on Form 2031, Signature Authority Designation;
- obtaining a current Form 4734 Federal Funding Accountability and Transparency Act (FFATA) Certification; and
- ensuring current areas of associated risk to the agency are annually identified.

Attached are the documents required to be maintained:

- Budget Form 2030CWIVE;
- Signature Authority Designation, Form 2031;
- Federal Funding Accountability and Transparency Act (FFATA) Certification Form 4734;
- Internal Control Certification, Form 9007ICC
- Risk Analysis Questionnaire, Form 9105.

Please return the budget forms and their associated narrative to support the projected expenditures. If your agency claims an indirect rate, return your agency's most current, approved indirect rate. If a revised budget is not necessary, indicate in your return correspondence that the budget will remain as previously submitted and attached budget form do not need to be completed.

Return Forms 4734, 9007ICC and 9105.

Return Form 2031 only if the signature authority has changed.

Please return the appropriate enclosed documents to my Linda Mendez via email to linda.mendez@dfps.state.tx.us or via mail at the following address by July 28, 2015.

Linda Mendez MC 108-1
Contract Manager
2520 S. Veterans Blvd.
Edinburg, Texas 78539
linda.mendez@dfps.state.tx.us

If you have any questions regarding the proper completion of the enclosed documents, please contact Linda Mendez at 956-316-8269 or linda.mendez@dfps.state.tx.us.

Sincerely,

Elizabet Garza

Elizabet Garza
Contract Manager

cc: Edna Fuentes, CPS Contracts Director, Edinburg, 108-1

Enclosure(s):

- Budget for Title IV-E County Child Welfare Services (Form CWIVE) **AND** Budget for Title IV-E County Legal Services (Form 2030CLIVE)
- Signature Authority Designation (Form 2031)
- Federal Funding Accountability and Transparency Act (FFATA) Certifications, (Form 4734)
- Internal Control Certification, Form 9007ICC
- Risk Analysis Questionnaire, Form 9105

AI-50744 **Budget and Management** **19. F. 1.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Const Pct4 US Treasury (1259):
Approval of 2015 appropriation of funds for Const Pct4 US Treasury in the amount of $6,931.42 to fund general supplies.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1259-421-00-294-010-0-610

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $6,931.42 to fund general supplies.

Funding available in 1259 Fund Balance as of 8/11/15.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:46 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Patricia Ramos		Started On: 08/03/2015 01:58 PM
Final Approval Date: 08/14/2015		

DATE: August 18, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Const Pct4 US Treasury**

ACCOUNT NUMBER: 5-1259-421-00-294-010-0-XXX

Contact Person: Patricia Ramos Ph#: (956) 292-7025 ext. 5416

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1259-421-00-294-010-0- 610	Const Pct4 US Treasury-	General Supplies	6,931.42
		TOTAL BUDGET INCREASE (DECREASE)	**6,931.42**

REASON: To appropriate funding for general supplies expenditures for the remainder of the year.
Monies to be taken from the unassigned fund balance for Fund 1259 (Acct # 5-1259-258-00-000-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

AI-50935 **Budget and Management** **19. G. 1.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Transfers In-Gen Fund (1293):
Approval of 2015 interfund transfer from Co Wide Adm-Contingency to Transfers In-General Fund (1293) in the amount of $1,753.00 to fund the total local match required for the TB Control State Grant Contract No. 2016-001417-00 acceptance, AI-50832 (CC 8/18/15).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available as of 8/14/15.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2015 02:14 PM
Manuel Chapa	Manuel Chapa	08/14/2015 03:55 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Debbie Tamez		Started On: 08/14/2015 01:35 PM
Final Approval Date: 08/14/2015		

DATE: August 18, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Health Department

2015
Interfund Transfer

ACCOUNT NUMBER: **5-1XXX-XXX-0X-XXX-XXX-X-XXX**

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 ext. 5427

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
5-1100-415-00-115-002-0-	**899**	**Co Wide Adm-**	**Contingency**	**(1,753.00)**
5-1100-491-01-000-293-6-	**891**	**Transfers Out-**	**Health Grants**	**1,753.00**
TO:				
5-1293-391-01-000-100-6-	**000**	**Transfers In-**	**General Fund**	**1,753.00**
		TOTAL BUDGET INCREASE (DECREASE)		**(1,753.00)**

REASON: Interfund transfer to fund the total local cash match required for the TB Control State Grant Contract No. 2016-001417-00 acceptance, AI-50832 (CC 8/18/15).

DEPARTMENT HEAD SIGNATURE

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

AI-50805 **Budget and Management** **19. G. 2.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Transfers In-General Fund (1293):
Approval of 2015 interfund transfer from Transfers In-General Fund and Transfers Out-Health Grants Fiscal Year 6 into Fiscal Year 5 to fund the total local match required to accept the TB/PC Federal grant contract Amendment #2015-001400-01, CC 08/18/15 (AI-50742), in the total amount of $28,548.00.

BACKGROUND

The purpose of the amendment is to is to add additional funding and extend the contract for four months. The additional match for four months has been reserved as part of the FY16 match, which should be transferred into FY15.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1XXX-X91-01-000-XXX-X-XXX

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

BUDGETARY IMPACT:

Funds available as of 8/07/15.
Reference AI-50742, CC 8/18/15

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/11/2015 08:32 AM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Debbie Tamez		Started On: 08/07/2015 04:11 PM
Final Approval Date: 08/14/2015		

DATE: August 18, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Health Grants

2015
Interfund Transfer
AI-50805

ACCOUNT NUMBER: **5-1XXX-X91-01-000-XXX-X-XXX**

CONTACT PERSON: Debbie Tamez **PHONE:** (956) 292-7025 ext. 5427

SUBJECT:

Interfund - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
5-1293-391-01-000-100-6-	000	Transfers In-	General Fund	(28,548.00)
5-1100-491-01-000-293-6-	891	Transfers Out-	Health Grants	(28,548.00)
TO:				
5-1293-391-01-000-100-5-	000	Transfers In-	General Fund	28,548.00
5-1100-491-01-000-293-5-	891	Transfers Out-	Health Grants	28,548.00
			TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: To fund the total local match required for AI-50742, CC 8/18/15, to accept the TB/PC Federal grant contract Amendment #2015-001400-01 with a revised amount of $570,949.00 to add additional funding and extend the contract for four months. This additional match for four months has been reserved as part of the FY16 match, which should be transferred into FY15.

DEPARTMENT HEAD SIGNATURE

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

AI-50857 **Purchasing Department** **20. A. 1.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to Hidalgo County Accounting Procedures Manual [pg. 3 of 5] B. Guidelines for Permitted Expenditures-2. Reasonable Costs (including taxes and gratuity): **Meals may not exceed $10 per person or $250.00 per event. Refreshments maynot exceed $3 per person or $125 per event. The cost of related expenses may not exceed $25.00,** action to approve an **Exception** to the policy/procedure [i.e. to allow/permit the per meal, event amounts & related costs] due to the need to include stakeholders and public involvement in connection with the proposed final Schematic Design changes made by ERO Architects held at the Echo Hotel on July 14, 2015 as it serves public purpose to inform regarding a major County project;

B. Acceptance and approval of Inv. from the Echo Hotel Conference Center in the amount of $655.96 through PO#728449.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-413-30-125-004-0-630

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

BUDGETARY IMPACT:

PO#728449

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/13/2015 11:44 AM
Budget & Management	Veronica Ortiz	08/13/2015 02:10 PM
Auditor's Office	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Marty Salazar		Started On: 08/12/2015 11:43 AM
Final Approval Date: 08/14/2015		

Echo Hotel Conference Center
1903 South Closner Blvd
Edinburg, TX 78539
956-383-3823

Echo Hotel Catering

Hidalgo County
2818 S. Business HWY 281
Edinburg, TX 78539

Invoice

Event held on Tuesday, July 14, 2015

51 Private Room Lobby Lunch Buffe PO#728449 @ 10.90 555.90

	Food	Beverage	Liquor	Equipment	Labor	Room	Other	Total
Subtotal	555.90	0.00	0.00	0.00	0.00	0.00	0.00	555.90
Service Charge	100.06	0.00	0.00	0.00	0.00	0.00	0.00	100.06
Total	655.96	0.00	0.00	0.00	0.00	0.00	0.00	655.96

Paid	0.00
Balance	655.96

Please remit the "Total Balance Due" within 3 days of the Event Date. Address all correspondences to Laura Mendieta, Sales Representative.
Thank you for this opportunity to serve you.

PO # 728449

5-1100-413-30-125-004-0-630

INVOICE RECEIVED BY: Berta Lo on 7/15/15
GOODS/SERVICES RECEIVED BY: Rocio Villarreal on 7/14/15

2015 JUL 16 PM 1 53

Purchase Order
COUNTY OF HIDALGO

PO# 728449

DATE: 07/14/15

PAGE NO: 1 of 1

PO TYPE:

VENDOR: 9741 REQ: 00280461

PHONE: (956)383-3823

EMAIL:

ECHO MOTOR HOTEL
P. O. BOX 27
EDINBURG TX 78540

SHIP TO: EXECUTIVE OFFICE
2818 S BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: Valde Guerra (956)292-7025

SITE: EXECUTIVE OFFICE

CONTRACT NO:

SPECIAL INSTRUCTIONS: EX- 014

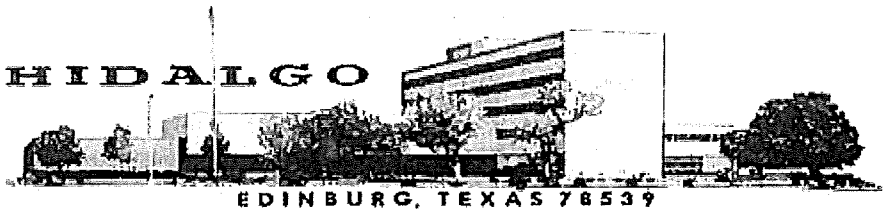
VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for items fully and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	EX Blanket PO for Stakeholders Luncheon Meeting for Final Supplemental of the Schematic Design for the new Court House FOR 7-14-15 AT ECHO RESTURANT	1,000.00	1,000.00
		TOTAL:		1,000.00
		as per Purchasing Dept. open PO needed for today's luncheon meeting ASAP. Rocio Villarreal/ Martha Salazar		
		********** For Hidalgo County use only		
		5-1100-413-30-125-004-0-630 1,000.00		

Authorized by: Martha L Salazar

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

☑ COMMENTS / RECOMMENDATION: Unable to process invoice, please review the attached Meal Policy
According to the Guidelines For Permitted Expenditures
B.
2. Meals may not exceed $10.00 per person or $250.00 per event

B.3.
C.Completed County Auditor's Form M-1 "Non Travel Meals, Refreshements, and Related Expenses Claim" that documents the date, time, place, amount, and business purpose of the event.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

JAIME E. TIJERINA	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C	JUDGE, 275TH D.C.	JUDGE, 332ND D.C	JUDGE, 370TH D.C OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C

7:00 pm) in order to accommodate scheduling requirements, meals may be provided. Otherwise, only refreshments will be permitted.

d. Examples include, but are not limited to:
   i. Commissioners Court meetings
   ii. Commission/board/committee meetings.
   iii. Business meetings relating to promotion of economic development, building community cooperation, or information gathering.
   iv. Formal training sessions held for the purpose of instruction or dissemination of information to general public.

2. Meal, refreshments, and related costs specifically authorized in a Federal, state or local government contract or grant, and only to the extent and for the purposes authorized.

3. Beverages for the purpose of providing hydration (sports drinks containing electrolytes) for employees performing job tasks outdoors where they are exposed to hot or humid weather conditions. This includes employees performing road work.

To conform to IRS regulations governing business expenses, the County will not reimburse costs to a County employee for non-travel meals, refreshments, and related costs when the reimbursement results in taxable income to the employee.

B. Guidelines for Permitted Expenditures

The following guidelines should be followed when making permitted expenditures for non-travel meals, refreshments, and related costs:

1. Budget: The sponsoring department must have sufficient appropriations in their budget (object code 630 *Food*) for such events.

2. Reasonable Costs (including taxes and gratuity): Meals may not exceed $10 per person or $250 per event. Refreshments may not exceed $3 per person or $125 per event. The cost of related expenses may not exceed $25.

3. Documentation Requirements: The following supporting documentation will be required for the County Auditor to process payment for non-travel meals, refreshments, and related expenses except when purchasing beverages pursuant to Section A.3. For this purpose, only a purchase order and an original itemized invoice or receipt will be required:

   a. Purchase order. The purchase order should include the event date, time, duration, and place; estimated number of attendees and affiliation; purpose of the event; and whether meals or refreshments will be provided.
   b. Original itemized invoice or receipt.
   c. Completed County Auditor's Form M-1, "*Non-Travel Meals, Refreshments, and Related Expenses Claim*" that documents the date, time, place, amount, and business purpose of the event.
   d. Written agenda.

TABULATIOIN SHEET
HIDALGO COUNTY
"Publications of Non-Statutory Legal Ad's and/or Notices"
RFSQ: 2014-079-06-26-MEG

Internal Purposes only: Commodity Code: 915-71

Non-Statutory Legal Ads		
Vendor's	**The Monitor**	**The Advance**
Price per column/inch Monday-Saturday basis	$ 17.60 per column per inch	$ 6.50
Price per column/inch Sunday	$ 24.43 per column per inch	$ n/a
Online Posting fee	$ 30.00 plus $ 10.00 one time charge	$ 0.00

Please check off the days of the week the paper is Published	S	M	T	W	T	F	S
The Monitor	√	√	√	√	√	√	√
The Advance				√			

July 2014
Comm'o
Court Action
Sole Source

Sole Source

AI-50812 **Purchasing Department** **20. A. 2.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Ratification of fully executed Change Order No. 9 in connection with the "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," to credit (Betterment Allowance) in the amount of $4,427.00 from contracted vendor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates;

b. Approve Request for Payment-Application No. 20 (PARTIAL RETAINAGE) in the amount of $39,480.36 from D. Wilson Construction Co. awarded contractor for the, "Repairs and Renovations of 1st and 2nd Floors to the Former Administration Building", and as certified by project architect, Alcocer Garcia Associates, Inc. and reviewed & initialed by construction manager, Prodigy C-12-029-10-23

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1342-419-40-220-043-0-452

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

BUDGETARY IMPACT:

Credit of $4,427.00 to Betterment Allowance

PO 698457

Retainage acct.
5-1342-206-00-000-006-0-000 CO 2010A&B-RET/PAY-DWILSN-OLD ADM 1&2 FL
As of 8-14-15 54,162.95

Attachments

Payment App 20-Partial Retainage
Change Order 9

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/12/2015 11:13 AM

Budget & Management	Veronica Ortiz	08/12/2015 01:09 PM
Auditor's Office	Veronica Ortiz	08/12/2015 01:09 PM
Manuel Chapa	Manuel Chapa	08/14/2015 04:25 PM

Form Started By: Rocio Villarreal Started On: 08/10/2015 04:18 PM

Final Approval Date: 08/14/2015

APPLICATION AND CERTIFICATE FOR PAYMENT

Wilson Project # 12-561

TO OWNER: Hidalgo County Purchasing Dept
2812 S. Business Hwy 281
Edinburg TX 78539

PROJECT: Remodel Administration Building (1st & 2nd Floors) at 100 E. Cano St., Edinburg, TX

APPLICATION NO.: Twenty
PERIOD TO: 7/31/2015
Contract No: 12-029-10-23
Purchase Order: 698457
CONTRACT DATE: 10/23/2012

FROM CONTRACTOR: D. Wilson Construction Company
P.O. Box 3455
McAllen, TX 78502-3455
CONTRACT FOR: General Construction

VIA: Alcocer Garcia Associates, Inc
George Garcia
1333 East Jasmine Avenue
McAllen, TX78501

8·5·2015

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM		$ 3,375,220.00
2. Net Change by Change Orders		388,847.20
3. CONTRACT SUM TO DATE (Line 1 + 2)		3,764,067.20
4. TOTAL COMPLETED & STORED TO DATE (Column G on)		3,764,067.20
5. RETAINAGE:		
a. 5% of Completed Work (Columns D + E on Continuation Sheet)	$ 188,203.36	
b. **Release of Retainage:** (Column F on Continuation Sheet)	(171,222.71)	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)		16,980.65
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		3,747,086.55
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		3,707,606.19
8. CURRENT PAYMENT DUE		**$ 39,480.36**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 16,980.65	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 393,274.20	$ —
Total approved this Month	—	(4,427.00)
TOTALS	**393,274.20**	**(4,427.00)**
NET CHANGES by Change Order		**$ 388,847.20**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: D. Wilson Construction Company

By: _____ Date: July 28, 2015

State of Texas, County of Hidalgo
Subscribed and sworn to before me this 28th day of July, 2015

PILAR ANZALDUA GARZA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-16-2016

Notary Public Pilar Anzaldua Garza
My Commission expires 03/16/2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 39,480.36

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: _____ Date: 8-3-15

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Remodel Administration Bldg

Job # 12-561

Retainage 5%

Application No.: Twenty

Application Date: 7/31/2015

Period From: 7/1/2015

To: 7/31/2015

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
01-010	General Conditions	167,854.00	167,854.00	—	—	167,854.00	100%	—	8,392.70
01-011	Overhead & profit, for increase	2,844.00	2,844.00	—	—	2,844.00	100%	—	142.20
01-012	Mobilization	10,000.00	10,000.00	—	—	10,000.00	100%	—	500.00
01-405	Building Permit	8,930.00	8,930.00	—	—	8,930.00	100%	—	446.50
91-870	Bond	37,600.00	37,600.00	—	—	37,600.00	100%	—	1,880.00
91-870	Bond and insurance for increase	1,493.00	1,493.00	—	—	1,493.00	100%	—	74.65
91-871	Builder's Risk Policy	5,300.00	5,300.00	—	—	5,300.00	100%	—	265.00
91-874	Liability insurance	22,000.00	22,000.00	—	—	22,000.00	100%	—	1,100.00
	Demolition								
02-051	Extra Dumpster for Demolition	19,400.00	19,400.00	—	—	19,400.00	100%	—	970.00
02-052	Interior Temp Air Ventilation for Skytrack	3,500.00	3,500.00	—	—	3,500.00	100%	—	175.00
02-053	Remove Vaults, labor	7,780.00	7,780.00	—	—	7,780.00	100%	—	389.00
02-054	Remove Vaults, material	11,000.00	11,000.00	—	—	11,000.00	100%	—	550.00
02-055	Remove Vaults, disposal	2,220.00	2,220.00	—	—	2,220.00	100%	—	111.00
02-056	Cost increase, Vaults, Demolition	21,500.00	21,500.00	—	—	21,500.00	100%	—	1,075.00
02-057	Remove Wood Ramp	532.00	532.00	—	—	532.00	100%	—	26.60
02-058	Remove Fire Extinguishers	388.00	388.00	—	—	388.00	100%	—	19.40
02-059	Remove Entry Mats	452.00	452.00	—	—	452.00	100%	—	22.60
02-057	Remove Existing Escalator	7,550.00	7,550.00	—	—	7,550.00	100%	—	377.50
02-058	Relocate exist Elevator Equipment	6,000.00	6,000.00	—	—	6,000.00	100%	—	300.00
02-059	Remove Existing Lift Station	1,200.00	1,200.00	—	—	1,200.00	100%	—	60.00
02-061	Misc. Demolition	12,000.00	12,000.00	—	—	12,000.00	100%	—	600.00
02-062	Remove/Patch Asphalt and Curbs at Gen Pad	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
02-063	Remove/Patch Asphalt under Canopy Footing	2,000.00	2,000.00	—	—	2,000.00	100%	—	100.00
02-064	Temp. Barricades, Chute, Dust Partitions	7,000.00	7,000.00	—	—	7,000.00	100%	—	350.00
02-065	Sawcut Asphalt Paving for Conduit to Generat	1,720.00	1,720.00	—	—	1,720.00	100%	—	86.00
02-066	Repair Asphalt Paving	1,700.00	1,700.00	—	—	1,700.00	100%	—	85.00
02-830	Chain Link Fence at Generator Pad	700.00	700.00	—	—	700.00	100%	—	35.00
	Concrete work								
03-070	Metal Deck Slab, Concrete	2,759.00	2,759.00	—	—	2,759.00	100%	—	137.95
03-072	Generator Pad, Concrete	3,139.00	3,139.00	—	—	3,139.00	100%	—	156.95
03-073	MEP Pads	2,575.00	2,575.00	—	—	2,575.00	100%	—	128.75
03-075	Bollards at Generator Pad	1,600.00	1,600.00	—	—	1,600.00	100%	—	80.00

Remodel Administration Bldg

Job # 12-561

Retainage 5%

Application No.: Twenty

Application Date: 7/31/2015

Period From: 7/1/2015

To: 7/31/2015

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
03-076	Repair SOG after Vault Removals	6,175.00	6,175.00	—	—	6,175.00	100%	—	308.75
03-077	Metal Deck Slab, Labor	4,040.00	4,040.00	—	—	4,040.00	100%	—	202.00
03-078	Concrete Pan Fill, Labor	400.00	400.00	—	—	400.00	100%	—	20.00
03-079	Generator Pad, Labor	3,434.00	3,434.00	—	—	3,434.00	100%	—	171.70
03-080	Repair Plumbing Trenches	21,743.00	21,743.00	—	—	21,743.00	100%	—	1,087.15
03-081	Sawcut Concrete for Electrical	2,733.00	2,733.00	—	—	2,733.00	100%	—	136.65
03-082	Repair Concrete for Electrical	2,089.00	2,089.00	—	—	2,089.00	100%	—	104.45
03-110	Metal Deck Slab, Pump	1,325.00	1,325.00	—	—	1,325.00	100%	—	66.25
03-200	Metal Deck Slab, Rebar	6,206.00	6,206.00	—	—	6,206.00	100%	—	310.30
03-250	Metal Deck Slab, Accessories	400.00	400.00	—	—	400.00	100%	—	20.00
03-251	Generator Pad, Accessories	400.00	400.00	—	—	400.00	100%	—	20.00
03-530	Grout Column Bases	400.00	400.00	—	—	400.00	100%	—	20.00
	Masonry								
04-101	Masonry at Generator Pad, labor	2,470.00	2,470.00	—	—	2,470.00	100%	—	123.50
04-102	Masonry at Generator Pad, material	3,380.00	3,380.00	—	—	3,380.00	100%	—	169.00
	Steel								
	Structural Steel								
05-101	Main steel	39,271.00	39,271.00	—	—	39,271.00	100%	—	1,963.55
05-102	Metal deck	5,197.00	5,197.00	—	—	5,197.00	100%	—	259.85
05-103	Steel stairs / rails	14,119.00	14,119.00	—	—	14,119.00	100%	—	705.95
05-104	Steel erection	35,675.00	35,675.00	—	—	35,675.00	100%	—	1,783.75
05-505	Aluminum Handrails	6,851.00	6,851.00	—	—	6,851.00	100%	—	342.55
	Carpentry								
06-100	Rough Carpentry	5,100.00	5,100.00	—	—	5,100.00	100%	—	255.00
06-401	Millwork	62,377.00	62,377.00	—	—	62,377.00	100%	—	3,118.85
06-402	Cost increase, Millwork	24,123.00	24,123.00	—	—	24,123.00	100%	—	1,206.15
	Moisture Protection								
07-900	Joint Sealants	9,200.00	9,200.00	—	—	9,200.00	100%	—	460.00
07-900	Grout/Seal at Edge of exist Walls	1,440.00	1,440.00	—	—	1,440.00	100%	—	72.00
07-910	Fire Caulking	1,200.00	1,200.00	—	—	1,200.00	100%	—	60.00

Remodel Administration Bldg

Job # 12-561

Retainage 5%

Application No.: Twenty

Application Date: 7/31/2015

Period From: 7/1/2015

To: 7/31/2015

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	Doors and windows								
08-100	HM Doors and Frame	26,220.00	26,220.00	—	—	26,220.00	100%	—	1,311.00
08-200	Flush Wood Doors and Frames	48,450.00	48,450.00	—	—	48,450.00	100%	—	2,422.50
08-305	Access Panels	1,400.00	1,400.00	—	—	1,400.00	100%	—	70.00
08-800	Remove Glazing only at Glass Partitions	10,300.00	10,300.00	—	—	10,300.00	100%	—	515.00
08-800	Remove/Reinstall Glazing for Equipment Entry	13,500.00	13,500.00	—	—	13,500.00	100%	—	675.00
08-800	**Alum. Storefronts and Entrances**								
08-800	Demolition	10,500.00	10,500.00	—	—	10,500.00	100%	—	525.00
08-800	Metal	12,300.00	12,300.00	—	—	12,300.00	100%	—	615.00
08-800	Metal, labor	11,500.00	11,500.00	—	—	11,500.00	100%	—	575.00
08-800	Glass	8,342.00	8,342.00	—	—	8,342.00	100%	—	417.10
08-800	Glass labor	9,373.00	9,373.00	—	—	9,373.00	100%	—	468.65
	Finishes								
	Metal Studs, Drywall, Panels								
09-101	Submittals	2,500.00	2,500.00	—	—	2,500.00	100%	—	125.00
09-102	Demolition	45,037.00	45,037.00	—	—	45,037.00	100%	—	2,251.85
09-103	Metal Stud Materials	40,741.00	40,741.00	—	—	40,741.00	100%	—	2,037.05
09-104	Metal Stud Labor	37,037.00	37,037.00	—	—	37,037.00	100%	—	1,851.85
09-105	Drywall Materials	34,568.00	34,568.00	—	—	34,568.00	100%	—	1,728.40
09-106	Drywall Labor	34,568.00	34,568.00	—	—	34,568.00	100%	—	1,728.40
09-107	Insulation Materials	9,877.00	9,877.00	—	—	9,877.00	100%	—	493.85
09-108	Insulation Labor	6,173.00	6,173.00	—	—	6,173.00	100%	—	308.65
09-109	Cost increase, Drywall & SAC	3,180.00	3,180.00	—	—	3,180.00	100%	—	159.00
09-110	Hollow Metal Door Frame Installation	12,741.00	12,741.00	—	—	12,741.00	100%	—	637.05
09-111	Ceiling Grid Materials	35,741.00	35,741.00	—	—	35,741.00	100%	—	1,787.05
09-112	Ceiling Grid Labor	9,605.00	9,605.00	—	—	9,605.00	100%	—	480.25
09-113	Ceiling Tile Materials	39,741.00	39,741.00	—	—	39,741.00	100%	—	1,987.05
09-114	Ceiling Tile Labor	11,080.00	11,080.00	—	—	11,080.00	100%	—	554.00
09-115	Ceiling Insulation Materials	2,715.00	2,715.00	—	—	2,715.00	100%	—	135.75
09-116	Ceiling Insulation Labor	988.00	988.00	—	—	988.00	100%	—	49.40
09-117	Fasteners	3,704.00	3,704.00	—	—	3,704.00	100%	—	185.20
09-118	Wood Framing Materials	3,704.00	3,704.00	—	—	3,704.00	100%	—	185.20
09-119	Wood Framing Labor	3,430.00	3,430.00	—	—	3,430.00	100%	—	171.50

Remodel Administration Bldg
Job # 12-561
Retainage 5%

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Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
	Ceramic Tile								
09-301	Ceramic Tile, labor	202,000.00	202,000.00	—	—	202,000.00	100%	—	10,100.00
09-302	Ceramic Tile, material	90,000.00	90,000.00	—	—	90,000.00	100%	—	4,500.00
09-303	Cost increase, Tile and terrazzo	5,780.00	5,780.00	—	—	5,780.00	100%	—	289.00
09-601	Carpeting, labor	220.00	220.00	—	—	220.00	100%	—	11.00
09-602	Carpeting, material	500.00	500.00	—	—	500.00	100%	—	25.00
09-603	Resilient base, labor	3,000.00	3,000.00	—	—	3,000.00	100%	—	150.00
09-604	Resilient base, material	3,000.00	3,000.00	—	—	3,000.00	100%	—	150.00
09-900	**Painting & Vinyl Wall covering**								
09-900	Walls & ceilings, labor	41,400.00	41,400.00	—	—	41,400.00	100%	—	2,070.00
09-900	Walls & ceilings, material	9,600.00	9,600.00	—	—	9,600.00	100%	—	480.00
09-900	Exposed structural ceiling, labor	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
09-900	Exposed structural ceiling, material	2,000.00	2,000.00	—	—	2,000.00	100%	—	100.00
09-900	Ash veneer plywood, labor	3,800.00	3,800.00	—	—	3,800.00	100%	—	190.00
09-900	Ash veneer plywood, material	1,000.00	1,000.00	—	—	1,000.00	100%	—	50.00
09-900	Doors & frames, labor	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
09-900	Doors & frames, material	2,000.00	2,000.00	—	—	2,000.00	100%	—	100.00
09-900	Clean, refinish & paint existing, labor	15,120.00	15,120.00	—	—	15,120.00	100%	—	756.00
09-900	Clean, refinish & paint existing, material	3,780.00	3,780.00	—	—	3,780.00	100%	—	189.00
09-900	Vinyl wallcovering, labor	1,900.00	1,900.00	—	—	1,900.00	100%	—	95.00
09-900	Vinyl wallcovering, material	1,900.00	1,900.00	—	—	1,900.00	100%	—	95.00
	Specialties								
10-101	Markerboards, Material	1,597.00	1,597.00	—	—	1,597.00	100%	—	79.85
10-102	Markerboards, Labor	632.00	632.00	—	—	632.00	100%	—	31.60
10-505	Bench at #107	300.00	300.00	—	—	300.00	100%	—	15.00
10-520	Fire Extinguishers, Material	3,176.00	3,176.00	—	—	3,176.00	100%	—	158.80
10-521	Fire Extinguishers Labor	955.00	955.00	—	—	955.00	100%	—	47.75
10-530	Aluminum Walkway Covers, labor	7,890.00	7,890.00	—	—	7,890.00	100%	—	394.50
10-531	Aluminum Walkway Covers, material	6,456.00	6,456.00	—	—	6,456.00	100%	—	322.80
10-600	Toilet Partitions, Material	5,275.00	5,275.00	—	—	5,275.00	100%	—	263.75
10-601	Toilet Partitions, Labor	2,916.00	2,916.00	—	—	2,916.00	100%	—	145.80
10-800	Toilet Specialties, Material	4,115.00	4,115.00	—	—	4,115.00	100%	—	205.75
10-801	Toilet Specialties, Labor	1,190.00	1,190.00	—	—	1,190.00	100%	—	59.50

Remodel Administration Bldg
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Retainage 5%

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Item No.	Description Of The Work	Scheduled Value	Work Completed Previous	Work Completed This Period	Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
	MEP								
	Plumbing Contractor								
15-101	Permits, mobilization	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
15-102	Demolition, labor	4,000.00	4,000.00	—	—	4,000.00	100%	—	200.00
15-103	Demolition, material	3,000.00	3,000.00	—	—	3,000.00	100%	—	150.00
15-104	Underground, labor	20,000.00	20,000.00	—	—	20,000.00	100%	—	1,000.00
15-105	Underground, material	17,000.00	17,000.00	—	—	17,000.00	100%	—	850.00
15-106	Above ground, labor	42,500.00	42,500.00	—	—	42,500.00	100%	—	2,125.00
15-107	Above ground, material	41,000.00	41,000.00	—	—	41,000.00	100%	—	2,050.00
15-108	Fixtures, labor	14,000.00	14,000.00	—	—	14,000.00	100%	—	700.00
15-109	Fixtures, material	42,000.00	42,000.00	—	—	42,000.00	100%	—	2,100.00
15-110	Insulation	8,000.00	8,000.00	—	—	8,000.00	100%	—	400.00
15-125	Sawcut and Remove Trenches for Plumbing	18,919.00	18,919.00	—	—	18,919.00	100%	—	945.95
15-300	Fire Sprinkler	53,000.00	53,000.00	—	—	53,000.00	100%	—	2,650.00
15-301	Cost increase, Fire Sprinkler	2,300.00	2,300.00	—	—	2,300.00	100%	—	115.00
	HVAC Contractor								
15-501	Indoor AHU	43,900.00	43,900.00	—	—	43,900.00	100%	—	2,195.00
15-502	Direct Digital Controls	137,400.00	137,400.00	—	—	137,400.00	100%	—	6,870.00
15-503	Air Flow Devices	23,300.00	23,300.00	—	—	23,300.00	100%	—	1,165.00
15-504	Ductwork	230,000.00	230,000.00	—	—	230,000.00	100%	—	11,500.00
15-505	Insulation	47,000.00	47,000.00	—	—	47,000.00	100%	—	2,350.00
15-506	Hydronic Piping	40,000.00	40,000.00	—	—	40,000.00	100%	—	2,000.00
15-507	Miscellaneous Items	18,000.00	18,000.00	—	—	18,000.00	100%	—	900.00
15-508	Labor	71,000.00	71,000.00	—	—	71,000.00	100%	—	3,550.00
15-509	Ancillary Items	5,000.00	5,000.00	—	—	5,000.00	100%	—	250.00
15-510	VAV Boxes	13,400.00	13,400.00	—	—	13,400.00	100%	—	670.00
15-991	Test & Balance	19,000.00	19,000.00	—	—	19,000.00	100%	—	950.00
	Electric Contractor								
16-100	Submittals	5,500.00	5,500.00	—	—	5,500.00	100%	—	275.00
16-101	Fixtures / lamps, material	103,734.00	103,734.00	—	—	103,734.00	100%	—	5,186.70
16-102	Fixtures / lamps, labor	9,256.00	9,256.00	—	—	9,256.00	100%	—	462.80

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16-103	Panels / gear, material	63,537.00	63,537.00	—	—	63,537.00	100%	—	3,176.85
16-104	Panels / gear, labor	14,722.00	14,722.00	—	—	14,722.00	100%	—	736.10
16-105	Branch conduit / wire, material	87,415.00	87,415.00	—	—	87,415.00	100%	—	4,370.75
16-106	Branch conduit / wire, labor	84,702.00	84,702.00	—	—	84,702.00	100%	—	4,235.10
16-107	Feeder conduit / wire, material	82,017.00	82,017.00	—	—	82,017.00	100%	—	4,100.85
16-108	Feeder conduit / wire, labor	9,781.00	9,781.00	—	—	9,781.00	100%	—	489.05
16-109	Trim out, material	10,700.00	10,700.00	—	—	10,700.00	100%	—	535.00
16-110	Trim out, labor	7,389.00	7,389.00	—	—	7,389.00	100%	—	369.45
16-111	Generator	220,631.00	220,631.00	—	—	220,631.00	100%	—	11,031.55
16-112	Temporary	5,634.00	5,634.00	—	—	5,634.00	100%	—	281.70
16-113	Demolition	34,312.00	34,312.00	—	—	34,312.00	100%	—	1,715.60
16-114	Systems	33,170.00	33,170.00	—	—	33,170.00	100%	—	1,658.50
16-115	Rental	4,500.00	4,500.00	—	—	4,500.00	100%	—	225.00
	Allowances								
BF-001	Betterment Fund	115,000.00	110,573.00	4,427.00	—	115,000.00	100%	—	5,750.00
	Change Orders								
CO 01	Revisions to Floor Plans - Changes 1, 2, 3, & 4	71,055.00	71,055.00	—	—	71,055.00	100%	—	3,552.75
CO 01	Floor Plan Revisions Titled Changes 5 and 6	53,486.00	53,486.00	—	—	53,486.00	100%	—	2,674.30
CO 01	Replace thermal insulation above all ceilings a	2,350.00	2,350.00	—	—	2,350.00	100%	—	117.50
CO 01	Replace existing HVAC system isolation valve	7,381.00	7,381.00	—	—	7,381.00	100%	—	369.05
CO 01	Obtain and install door hardware	75,015.00	75,015.00	—	—	75,015.00	100%	—	3,750.75
CO 01	Remove and dispose existing sub-floor concre	3,600.00	3,600.00	—	—	3,600.00	100%	—	180.00
CO 01	Additional steel reinforcing at second floor adc	4,725.00	4,725.00	—	—	4,725.00	100%	—	236.25
CO 01	Additional demolition and concrete floor patch	2,870.00	2,870.00	—	—	2,870.00	100%	—	143.50
CO 01	New concrete footings at new structural steel	3,600.00	3,600.00	—	—	3,600.00	100%	—	180.00
CO 01	Revised electrical panels	727.00	727.00	—	—	727.00	100%	—	36.35
CO 01	Re-work electrical service to fire suppressions	6,730.00	6,730.00	—	—	6,730.00	100%	—	336.50
CO 01	Aluminum Door Frames in lieu of Hollow Metal Door Frames	3,575.00	3,575.00	—	—	3,575.00	100%	—	178.75
CO 02	CR 26 Credits For RFP #2 & #3	(5,257.00)	(5,257.00)	—	—	(5,257.00)	100%	—	(262.85)
CO 02	CR 27 Credit For Elimination Of The Conduit	(3,267.00)	(3,267.00)	—	—	(3,267.00)	100%	—	(163.35)
CO 02	CR 28 Additional Costs For Plumbing Work	5,494.00	5,494.00	—	—	5,494.00	100%	—	274.70
CO 02	CR 29-A1 Additional Electrical Work	6,827.00	6,827.00	—	—	6,827.00	100%	—	341.35

Remodel Administration Bldg

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Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
CO 02	CR 30 Credit Due To Change Hdw on doors	(975.00)	(975.00)	—	—	(975.00)	100%	—	(48.75)
CO 02	CR 31 Additional Structural Steel Work (RFI #21)	3,921.00	3,921.00	—	—	3,921.00	100%	—	196.05
CO 02	CR 32 Additional Structural Steel Work (RFI #13)	4,058.00	4,058.00	—	—	4,058.00	100%	—	202.90
CO 02	CR 33-A3 Revisions To C-5	24,706.00	24,706.00	—	—	24,706.00	100%	—	1,235.30
CO 02	CR 33-A3 add 58 days General Conditions	25,752.00	25,752.00	—	—	25,752.00	100%	—	1,287.60
CO 02	CR 34 Credits For Rev C-5 / Change To	(2,204.00)	(2,204.00)	—	—	(2,204.00)	100%	—	(110.20)
CO 02	CR 35 Additional Floor Concrete Work "Cap"	700.00	700.00	—	—	700.00	100%	—	35.00
CO 02	CR 36 Replace A Too Small And Outdated	3,260.00	3,260.00	—	—	3,260.00	100%	—	163.00
CO 02	CR 37 Credit For RFP'S 52714 & RFP 004 6414	(2,925.00)	(2,925.00)	—	—	(2,925.00)	100%	—	(146.25)
CO 02	CR 38 Credit For RFP Dated 52714	(1,350.00)	(1,350.00)	—	—	(1,350.00)	100%	—	(67.50)
CO 02	CR 39 Additional Plumbing Work Per RFP 004,	950.00	950.00	—	—	950.00	100%	—	47.50
CO 02	CR 40 Credit For RFP (No Number) Dated 52714	(404.00)	(404.00)	—	—	(404.00)	100%	—	(20.20)
CO 02	CR 41 Additional Wall Framing & Sheetrocking	4,969.00	4,969.00	—	—	4,969.00	100%	—	248.45
CO 02	CR 42 Additional Electrical Work	238.00	238.00	—	—	238.00	100%	—	11.90
CO 02	CR 43 Additional P-Lam And Wood Trim Supports	1,076.00	1,076.00	—	—	1,076.00	100%	—	53.80
CO 02	CR 44 Additional Framing And Demo Work	883.00	883.00	—	—	883.00	100%	—	44.15
CO 02	CR 45 Additional Quarry Tile Demo And	3,864.00	3,864.00	—	—	3,864.00	100%	—	193.20
CO 02	CR 46 Demo Of Floor Tile And Concrete Floor	10,049.00	10,049.00	—	—	10,049.00	100%	—	502.45
CO 02	CR 47 Credit for elimination of millwork	(480.00)	(480.00)	—	—	(480.00)	100%	—	(24.00)
CO 02	CR 48 Floor Expansion Joint	3,479.00	3,479.00	—	—	3,479.00	100%	—	173.95
CO 02	CR 49 Prep Concrete Floor	2,761.00	2,761.00	—	—	2,761.00	100%	—	138.05
CO 02	CR 50 Floor Crack Isolation Membrane	20,430.00	20,430.00	—	—	20,430.00	100%	—	1,021.50
CO 02	CR 51 RFP 006 Cooling to EER	8,255.00	8,255.00	—	—	8,255.00	100%	—	412.75
	Reduce allowance:								
CO 01	Reduce Betterment Allowance	(110,573.00)	(110,573.00)	—	—	(110,573.00)	100%	—	(5,528.65)
CO 03	CR 52-A Finishing out South wall both floors	5,080.00	5,080.00	—	—	5,080.00	100%	—	254.00
CO 03	CR 53 Remove, replace, re-route above	4,626.00	4,626.00	—	—	4,626.00	100%	—	231.30
CO 03	CR 56 Wall, window, T,F,T & P per RFP #008	1,571.00	1,571.00	—	—	1,571.00	100%	—	78.55
CO 03	CR 57 Change to Primus exterior cylinders	486.00	486.00	—	—	486.00	100%	—	24.30
CO 04	CR 60 RFP #012 Demo and re-framing, sheet	4,185.00	4,185.00	—	—	4,185.00	100%	—	209.25
CO 04	CR 62 RFP #013 Demo work, ceiling work, ce	1,908.00	1,908.00	—	—	1,908.00	100%	—	95.40

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CO 04	CR 63 RFP #010 Additional work associated v	16,579.00	16,579.00	—	—	16,579.00	100%	—	828.95
CO 05	CR 54 CREDIT to Delete Roofing phase of wo	(5,000.00)	(5,000.00)	—	—	(5,000.00)	100%	—	(250.00)
CO 05	CR 64-R2 RFP #021.1 Revisions to Breakroor	2,574.00	2,574.00	—	—	2,574.00	100%	—	128.70
CO 05	CR 65 New Wall Section & Electrical, Per RFP	1,226.00	1,226.00	—	—	1,226.00	100%	—	61.30
CO 05	CR 67-R1 RFP #016.1 - Revised Reflected Ce	(840.00)	(840.00)	—	—	(840.00)	100%	—	(42.00)
CO 05	CR 68 RFP #003 Ceiling Work @ Hall	552.00	552.00	—	—	552.00	100%	—	27.60
CO 05	CR 69-R1 Proposal for RFP #020.1(Revised F	12,682.00	12,682.00	—	—	12,682.00	100%	—	634.10
CO 05	CR 70-R1 RFP #023.1 Additional Ceiling / Fur	1,170.00	1,170.00	—	—	1,170.00	100%	—	58.50
CO 05	CR 71 CREDIT for not supplying ceramic floor	(200.00)	(200.00)	—	—	(200.00)	100%	—	(10.00)
CO 05	CR 72-R1 New electrical & data box @ Ex. Se	225.00	225.00	—	—	225.00	100%	—	11.25
CO 05	CR 74 Removal and re-install of ceiling grid	1,933.00	1,933.00	—	—	1,933.00	100%	—	96.65
CO 05	CR 75 Extended General Conditions Costs	12,876.00	12,876.00	—	—	12,876.00	100%	—	643.80
CO 05	CR 76 SS Pipe Insulation.	442.00	442.00	—	—	442.00	100%	—	22.10
CO 05	CR 77 Work to repair vault threshold per	607.00	607.00	—	—	607.00	100%	—	30.35
CO 06	CR 78 Reworking existing door & frame	315.00	315.00	—	—	315.00	100%	—	15.75
CO 06	CR 79 RFP #025 Atrium Stair Details, Option /	939.00	939.00	—	—	939.00	100%	—	46.95
CO 06	CR 80 RFP#030, fill in transom area of door	254.00	254.00	—	—	254.00	100%	—	12.70
CO 06	CR 81 RFP #029, building of new ceiling furr	1,010.00	1,010.00	—	—	1,010.00	100%	—	50.50
CO 06	CR 82 RFP #032, in fill door C-6/5 transom	254.00	254.00	—	—	254.00	100%	—	12.70
CO 06	CR 84-A CREDIT- RFP #031- Changes to No	(296.00)	(296.00)	—	—	(296.00)	100%	—	(14.80)
CO 06	CR 86 RFP #034 raise CC table.	2,435.00	2,435.00	—	—	2,435.00	100%	—	121.75
CO 06	CR 87 RFP#035 install wood trim on Vestibule	208.00	208.00	—	—	208.00	100%	—	10.40
CO 07	CR 89 RFP #038- Ceiling Access Panel	83.00	83.00	—	—	83.00	100%	—	4.15
CO 07	CR 90 RFP#028.1, ceiling work changes, Ves	872.00	872.00	—	—	872.00	100%	—	43.60
CO 07	CR 91 CREDIT- for NOT installing tackboards	(633.80)	(633.80)	—	—	(633.80)	100%	—	(31.69)
CO 07	CR 92 Extended Project Time & General Cond	8,880.00	8,880.00	—	—	8,880.00	100%	—	444.00
CO 07	CR 93 Credit deletion of electrical outlets	(199.00)	(199.00)	—	—	(199.00)	100%	—	(9.95)
CO 07	CR 94 Cost of Changes to Access Control Sys	180.00	180.00	—	—	180.00	100%	—	9.00
CO 08	CR 88 Exterior/Interior Aluminum Doors	13,426.00	13,426.00	—	—	13,426.00	100%	—	671.30
CO 08	CR 95-A Per RFP #037, scraping, cleaning	3,939.00	3,939.00	—	—	3,939.00	100%	—	196.95
CO 08	CR 96 DA's changes RFP #041	45,988.00	45,988.00	—	—	45,988.00	100%	—	2,299.40

Remodel Administration Bldg

Job # 12-561

Retainage 5%

Application No.: Twenty

Application Date: 7/31/2015

Period From: 7/1/2015

To: 7/31/2015

Item No.	Description Of The Work	Scheduled Value	Work Completed		Stored Materials	Total Amount	Percent Complete	Balance To Finish	Retainage
			Previous	This Period					
CO 08	CR 97A Change in seating arrangements @ C	845.00	845.00	—	—	845.00	100%	—	42.25
CO 08	CR 99 Additional Electrical I Work per RFP#04	12,742.00	12,742.00	—	—	12,742.00	100%	—	637.10
CO 09	Credit balance of Contingency	(4,427.00)	—	(4,427.00)	—	(4,427.00)	100%	—	(221.35)
	Contract sum	3,764,067.20	3,764,067.20	—	-	3,764,067.20	100%	-	188,203.36

Certified Statement

I, (Timothy J. Mickunas), Secretary/Treasurer of **D. Wilson Construction Company**, as of (July 31, 2015), state and affirm the following in reference to the **Hidalgo County Administration Building Renovation 1st and 2nd Floors, Edinburg** project:

"There are no known mechanics', materialman's or laborer' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional."

Timothy J. Mickunas
Name:

Signature:

7/28/15

Date:

State of Texas
County of Hidalgo

This statement was acknowledged before me by the above named individual on 7/28/15 .

(Notary Seal)

Notary Signature:

NORMA IRENE ESPINOZA
Notary Public, State of Texas
My Commission Expires
06-08-2019

D. WILSON CONSTRUCTION CO.

HIDALGO COUNTY ADMINISTRATION BUILDING REMODEL
1ST & 2nd FLOORS
EDINBURG, TX

PAYMENT REQUEST #19
PERIOD ENDING May 31, 2015

LIST OF SUBCONTRACTORS SUBMITTING PAYMENT APPLICATIONS

Alliance Specialized Systems
Intertech Flooring
Metro Electric, Inc.
PHI Service Agency, Inc.

Approved By: _____
TIMOTHY J. MICKUNAS

Date: June 16, 2015

D. WILSON CONSTRUCTION CO.

HIDALGO COUNTY ADMINISTRATION BUILDING REMODEL
1ST & 2nd FLOORS
EDINBURG, TX

PAYMENT REQUEST #18
PERIOD ENDING April 30, 2015

LIST OF SUBCONTRACTORS SUBMITTING PAYMENT APPLICATIONS

Bowman Distributing Company
Erico Building Systems, LLC.
Faires Plumbing Company, Inc.
Intertech Flooring
M&A Painting Service, Inc.
Metro Electric, Inc.
Mion Terrazzo Tile & Marble Co., Inc.
PHI Service Agency, Inc.
RPM Manufacturing, LLC.

Approved By: _____
TIMOTHY V. MICKUNAS

Date: May 6, 2015

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address):* 1st & 2nd Floor Remodel Old Admin Bldg Edinburg, Texas	**CHANGE ORDER NUMBER:** 009 **DATE:** July 31, 2015	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒
TO CONTRACTOR *(Name and address):* D Wilson Construction Company P O Box 3455 McAllen, Texas 78502	**ARCHITECT'S PROJECT NUMBER:** **CONTRACT DATE:** October 23, 2012 **CONTRACT FOR:** General Construction	FIELD: ☐ OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Reduce Construction Contract to credit Owner with $4,427.00 of un-used Betterment Allowance.

The original Contract Sum was	$	3,375,220.00
The net change by previously authorized Change Orders	$	393,274.20
The Contract Sum prior to this Change Order was	$	3,768,494.20
The Contract Sum will be decreased by this Change Order in the amount of	$	4,427.00
The new Contract Sum including this Change Order will be	$	3,764,067.20

The Contract Time will be unchanged by N/A (N/A) days.
The date of Substantial Completion as of the date of this Change Order therefore is Unchanged

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Alcocer Garcia Associates, Inc. **ARCHITECT** *(Firm name)*	D Wilson Construction Company **CONTRACTOR** *(Firm name)*	County of Hidalgo **OWNER** *(Firm name)*
1333 East Jasmine McAllen, Texas 78501 **ADDRESS**	P O Box 3455 McAllen, Texas 78502 **ADDRESS**	2802 S Business 281 Edinburg, Texas 78539 **ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
George A Garcia, Architect *(Typed name)*	Bill Wilson, Owner *(Typed name)*	Valde Guerra, Executive Officer *(Typed name)*
7-31-15 **DATE**	8/5/15 **DATE**	**DATE**

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User Notes: (3B9ADA2C)

AI-50837 **Purchasing Department** **20. A. 3.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of the scoring/evaluation grid [for the purpose of Commissioner's Court to declare the sole response received as "Qualified' in order to proceed with award and approval of license agreement to: **Reyes Shoe Care** for RFP 2015-189-06-03-"Exclusive Shoeshine Concession Services effective September 1, 2015 [pursuant to compliance with all HC requirements & complete execution of agreement by all parties]; and,

B. Action [if applicable and necessary] for Hidalgo County Commissioners Court to select and approve an "alternative" site/area/location [within the first floor of the HC Courthouse and identified in photo attached herein] for the Shoe Shine Concession Stand due to unforeseen/unanticipated logistical and practical problems.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Scoring Grid
ACCEPT/PARTICIPATION SHEET
Signed Notice
memo

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/13/2015 10:56 AM
Budget & Management	Monica Badillo	08/13/2015 11:27 AM
Purchasing Department	Marty Salazar	08/13/2015 03:44 PM

Budget & Management	Veronica Ortiz	08/13/2015 04:02 PM
Manuel Chapa	Manuel Chapa	08/14/2015 04:32 PM
Auditor's Office	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Yolanda Velasquez Started On: 08/11/2015 02:52 PM

Final Approval Date: 08/14/2015

HIDALGO COUNTY
RFQ No.: 2015-189-06-03
"EXCLUSIVE SHOESHINE CONCESSION SERVICES"

SCORING GRID

EVALUATION CRITERIA	PARTICIPANT Reyes Shoe Care GRADERS	
QUALIFICATIONS AND EXPERIENCE: o Has provided shoeshine services for a minimum of ten (10) years o Has provided shoeshine services for eleven (11) years + o Included information that confirms and supports the stated experience	40	38
PROPOSER'S RESPONSIVENESS TO THE RFP: o Requested information included and thoroughness of response o Understanding and acceptance of the scope of services and responsibilities o Applicable certificates, licenses, permits, etc. included in response	35	34
REQUIRED INSURANCE COMPLIANCE: o The Shoeshine operator provided proof of compliance with H. C. Exhibit "C" Insurance requirements	20	18
Total Scores:	**95**	**90**
Designated/Approved by CC as "Qualified" to proceed with negotiation phase of procurement process.	Yes:_____ No:_____	

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE: ~~**JUNE 17, 2015**~~ **NEW ACCEPTANCE DATE: JUNE 17, 2015**	**PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY –"EXCLUSIVE SHOESHINE CONCESSION STAND SERVICES"

RFP NO: 2015-189-06-03 EXTENSION OF ACCEPTANCE DATE AS PER ADDENDUM 1 DATED –05/27/15 **NEW ACCEPTANCE DATE: JUNE 17, 2015**	**BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGED
#1	**Reyes Shoe Shine** **Oscar L. Reyes**	√
#2		
#3		
#4		
#5		
#6		
#7		
#8		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFP OPENING DATE: JUNE 03, 2015 RFPOPENING TIME: 9:30 A.M.

DEPARTMENT/PROJECT DESCRIPTION:"EXCLUSIVE SHOESHINE CONCESION STAND SERVICES"
RFP NO.: 2015-189-06-03-YZV

NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1) Oscar L. Reyes	TR		05/21/2015	309 W. Salazar Street San Juan, TX Tel: 956-378-1857
2) John F. Gonzales	IP	judgegonzalez@outlook.com	05/20/2015	956-207-1118
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				
11)				
12)				

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

PURCHASING DEPARTMENT
County Of Hidalgo

August 13, 2015

RE: Notice to Remove Vending Machines Outside Coffee Shop

Dear Coffee Shop Concession Operator:

Pursuant to Commissioners' Court Action taken on June 26, 2012, you are hereby officially advised and notified to make all necessary arrangements to remove or relocate vending machines installed outside of your Coffee Shop allotted area.

The area where you have placed these machine are not part of the space permitted under the original agreement with "The State of Texas Agency for the Blind". That agreement permitted the use of a space 9'7" x 8' 6". Therefore, these machines (beverage, snacks and candy) must be removed by Friday, August 21, 2015 no later than end of business day.

If you should require additional information, do not hesitate to contact me at (956) 318-2626 ext 4863.

Sincerely,

Martha L Salazar

Martha Salazar, Hidalgo County
Purchasing Agent, CPPB

Officially Acknowledge Receipt:

BY: _____ 8/13/15
Date

cc: Hidalgo County Commissioners Court Members
Valde Guerra, Executive Officer
Daniel Flores, Facilities Management Department
Cynthia Castro, Judge's Office
Files

MEMORANDUM

Date: August 14, 2015

From: Cynthia Castro

Subject: RFP 2015-189-06-03 (Shoe Shine Concession)

To: Martha Salazar

On Thursday, August 13th I met with Yolanda Velasquez (Purchasing) and with Daniel Flores (Bldg and Grounds) about the proposed location for the abovementioned vendor (Shoe Shoe Concession). The location previously discussed is outside of the current concession stand area which is located right across from the County Clerk's office.

After further discussion, it was brought to my attention that situating the shoe shine concession at this said location would cause some safety concerns due to this area being located by an egress.

Moreover, we walked around the premises and found an area by the 2nd lobby elevator which has a nook area where there is currently a bench that is situated there. Mr. Flores mentioned that this location would be functional because there is no egress at this location. Therefore, this location would be the ideal spot for the proposed shoe shine concession. Mr. Flores and his team also mentioned that on the back side of that particular wall (where the bench is currently located) there is an outlet ready for use and has the adequate voltage needed for Shoe Shine Concession.

After reviewing all the facts and information concerning the location in question, I spoke with my supervisor (Erika Reyna) and we both agree with Mr. Flores' suggestion to place the Shoe Shine Concession stand in the nook area located by 2nd lobby elevator on the first floor of courthouse.

Should you have any concerns or recommendations for an alternative or preferable location please feel free to contact us. It is our understanding that currently no other areas are being recommended and Mr. Flores' recommendation meets all the requirements.

Cc: Erika Reyna
Daniel Flores
Yolanda Velasquez

AI-50792 **Purchasing Department** **20. A. 4.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Authority to advertise and approval of procurement packet [i.e. Exhibit Request for Proposals, Legal Notice, "Exhibit A" Requirements, Exhibit "B" Selection Criteria] as attached hereto [and as reviewed by Safety Division] for: Hidalgo County – "Property and Casualty Insurance" to include Third Party Administration Services] RFP No. 2015-101-10-07-YSS;

b. Assignment/Designation by Commissioners' Court a Committee [as referenced in procurement packet] to score, grade and evaluate the responses received for eventual ranking and/or award.

BACKGROUND

Proposed Calendar of Events: 1st advertisement: September 05, 2015
2nd advertisement: September 12, 2015
Bid Opening Date: October 07, 2015

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-419-00-125-009-0-520

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

BUDGETARY IMPACT:

Funds available as of 8-14-15.

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

PO #718802 for The Monitor; funds available as of 8-14-15; advertising expenditures are incurred by Purchasing Dept.

Attachments

draft pnc

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/11/2015 03:20 PM
Budget & Management	Veronica Ortiz	08/11/2015 04:58 PM
Glinda Pacheco	Veronica Ortiz	08/12/2015 03:58 PM
Ivan Cantu	Ivan Cantu	08/14/2015 02:04 PM
Auditor's Office	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Yvette Islas		Started On: 08/07/2015 10:02 AM
Final Approval Date: 08/14/2015		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSALS (RFP) CHECKLIST

HIDALGO COUNTY
"PROPERTY AND CASUALTY INSURANCE"
(Including Third Party Administration Services)

RFP NO.: 2015-101-10-07-YSS

1. **Request For Proposals Letter.**
2. **Request for Proposals, Legal Notice, consisting of 9 pages.**
3. **Exhibit "A" Requirements consisting of 7 pages.**
    a. **Property & Casualty consisting of 33 pages.**
4. **Exhibit "B" Selection Criteria, consisting of 3 pages.**
5. **Exhibit Folders (Attachments), Table of Contents & CD, consisting of 1 page.**
6. **Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.**
7. **Proposer/Vendor Application and W-9 form, consisting of 6 pages.**
8. **Insurance Requirements (Exhibit C), consisting of 4 pages.**
9. **Conflict of Interest Questionnaire (CIQ), Exhibit "D", consisting of 1 page.**
10. **Proposer's Affidavit (Exhibit "E"), consisting of 1 page.**
11. **"2015-2016 Coverage/Premium Summary" consisting of 1 page.**
12. **"Acronym Glossary" consisting of 1 page.**

The above mentioned items shall be found in the Request for Proposals (RFP) 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

September 08, 2015
Date

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 08, 2015

Re: **HIDALGO COUNTY**
Request for Proposals - **"PROPERTY AND CASUALTY INSURANCE" (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)**
RFP NO.: 2015-101-10-07-YSS

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

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/yss

Enclosures

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"Property and Casualty Insurance"
(Including Third Party Administration Services)

October 07, 2015

Contact Person:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281-New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. Sealed proposals will be received for **"PROPERTY AND CASUALTY INSURANCE" (INCLUDING THIRD PARTY ADMINISTRATION SERVICES),** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 proposal.

2. One (1) original and seven (7) copies of all proposals are required, with the Proposers 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, **"RFP NO.: 2015-101-10-07-YSS "PROPERTY AND CASUALTY INSURANCE" (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)"** and in Hidalgo County's Purchasing Department, 2812 South Highway Business 281, Hidalgo County Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, October 07, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL 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 PROPOSAL: RFP NO.: 2015-101-10-07-YSS "PROPERTY AND CASUALTY INSURANCE" (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)".** Hidalgo County reserves the right to refuse and reject any/all proposals 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 proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal 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(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

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, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Cost are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If Applicable)

- 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

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"PROPERTY AND CASUALTY INSURANCE (INCLUDING THIRD PARTY ADMINISTRATION SERVICES)"**
  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:

Ray Eufracio, CPA, Hidalgo County Auditor
2808 So. Bus. Hwy 281, New Administration Bldg.
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Proposal Opening, 9:30 A.M.,	**October 07, 2015**
Project/Anticipated Award Date:	_____, 20___
Commence Work or Deliver Products	_____, 20___

18. RFP 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 proposers shall furnish a good and sufficient RFP bond in the amount of five percent of the total contract price. A RFP bond must be executed with a surety company authorized to do business in Texas. All proposers 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 proposal, and prior to commencement of the actual work, the proposer 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.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. If, during the life of any contract or proposal awarded, the successful proposer'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 Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;

    - 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 proposer 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 proposer'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 proposer 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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer 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 proposer 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 proposer'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 proposer.

27. Successful proposer 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer 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 proposer 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. Proposers shall provide with the proposal 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. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Proposal
For
HIDALGO COUNTY
"PROPERTY AND CASUALTY INSURANCE"
(INCLUDING THIRD PARTY ADMINISTRATION SERVICES)

RFP NO.: 2015-101-10-07-YSS

October 07, 2015

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So 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 vendor proposes and commits to furnish all labor, equipment, material, software and/or required specification services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work and/or services described in the Requirements within the time stated and for the price rates proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

By:_____

Printed Name: _____

Title:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"PROPERTY AND CASUALTY INSURANCE POLICIES"
(Including Third Party Administration Services)
RFP NO.: 2015-101-10-07-YSS

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"PROPERTY AND CASUALTY INSURANCE POLICIES"
(Including Third Party Administration Services)

RFP NO.: 2015-101-10-07-YSS

OVERVIEW:

Information provided in these specifications/requirements is to be used only for purposes of proposal detailing costs of providing the insurance coverages specified. Each proposer is expected to read these specifications/requirements with care. Failure to meet every one or a combination of specified conditions may invalidate your proposal.

Proposers are requested to submit proposed quotations (premiums) on the basis of these specifications/requirements. Alternative quotations/premiums will received consideration if Hidalgo County, at its sole discretion feels it is in the best interest to do so, provided such alternatives are clearly explained and documented. Any exceptions to coverage requested herein must be clearly noted in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas, 78539** and be included as part of the proposal.

Hidalgo County believes that the data contained in these specifications/requirements is sufficient for preparations of offers/proposals. The information is deemed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty. Request for additional information should be directed in writing to **Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, 2812 S. Hwy. 281, New Hidalgo County Administration Building, Edinburg, Texas, 78539.**

Hidalgo County is requesting to include fee proposal for "Third Party Administration Services" to be included in the proposal. Third Party Administration Services and/or Claims Adjuster Fees will be reimbursed for payment through the awarded vendor submitting a proposal.

The County reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to the County.

Deliver Submittal to:

RFP No.: 2015-101-10-07-YSS
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281

Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 2015-101-10-07-YSS
"Property and Casualty Insurance Policies"
(Including Third Party Administration Services)

The following outlines the Request for Proposal:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Monday, September 21, 2015, at 5:00 P.M. **VIA EMAIL TO: yvette.salinas@co.hidalgo.tx.us**. Responses will be sent to all applicants via facsimile or email by **Monday, September 28, 2015 by 5:00 P.M**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

Any interpretation of the Request for Proposal, if made will be made by Addendum dully issued. A copy of such Addendum will be mailed or delivered via fax or via email to each person receiving the Request for Proposal.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit on file prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

SIGNING OF PROPOSALS: 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.

SECTION II - RFP REQUIREMENTS

Request For Proposal: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

Contents: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the firms understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

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. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

Required Certificates and Submittal: This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

DURATION OF CONTRACT: The initial term of the contract shall be for a three (3) year period, January 01, 2016 – December 31, 2018, (36 months), with the County's option to renew for two (2) additional one (1) year terms.

Each year of the contract term, the awarded vendor will request in writing from Hidalgo County any necessary information that reflects changes (additions/deletions) for the purpose of updating the renewal in order to provide the correct coverage. The updated "renewal" must be delivered to the County of Hidalgo ninety (90) days prior to renewal.

If the awarded vendor for any reason or for no reason cancels and/or terminates any coverage under any insurance policy awarded or procured on behalf of Hidalgo County by the awarded vendor under this Request for Proposal, the awarded vendor shall remit within ten (10) days to Hidalgo County any portion of the policy premium paid by the Hidalgo County for such canceled or terminated coverage. In calculating the portion of the policy(s) premium to be remitted to Hidalgo County, the amount due Hidalgo County shall be determined by the number of days coverage for the full term of policy(s) as written in such canceled or terminated policy(s) less the number of days actual coverage provided under such policy to Hidalgo County (the "Factor"). The Factor shall be multiplied by the premium paid by Hidalgo County for such policy(s) and the result shall be the amount to be remitted to Hidalgo County. The amount to be remitted to Hidalgo County in the event of any cancellation or termination of coverage shall in no manner limit any other remedies Hidalgo County may exercise in the event of such cancellation or termination of any of such policy(s).

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies**.

SECTION III - SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

Proposal Ranking: A "Committee" will evaluate and rank the written RFPs. After the RFPs have been ranked, the committee will present a scoring grid to the Hidalgo County Commissioners' Court for their ranking.

Negotiation Process: The number one ranked firm will be contacted for negotiation process. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

Additional Information to Terms and Conditions: All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

PROPOSAL SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building;
2802 So. Business Hwy 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on October 07, 2015.**

EVALUATION: The firms will be ranked after evaluation. RFP submittal evaluation will be based on the criteria outlined in Exhibit B.

Any interpretation of the Request for Proposal, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person

receiving the Request for Proposal. Hidalgo County will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract. Any objections to the specifications requirements as set forth in this request for proposal must be filed in writing.

Any deviation for the specifications set forth herein must be clearly pointed out; otherwise it will be considered that services proposed are in strict compliance with these specifications and the successful proposer will be held responsible thereof. Deviations shall be explained in detail.

Proposers are to furnish all information requested in the Request for Proposal. Proposals not in compliance with these requirements may be subject to rejection.

The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

PROPERTY, BOILER & MACHINERY

Primary Program Options -	Property, Boiler & Machinery
Limits:	**$272,301,234**
Buildings, Structures, and	$230,655,497
Personal Property – Limit	$ 41,645,737
Sub-Limits:	
Earth Movement	$ 1,000,000
Flood (Excl Zone A)	$ 5,000,000
Newly Acquired Locations	$ 2,000,000
Accounts Receivable	$ 500,000
Valuable Papers	$ 500,000
Demolition Cost	$ 500,000
Increased Cost of Const	$ 500,000
Transit (EDP 50,000)	$ 25,000
Extra Expense	$ 250,000
EDP Equipment (Newly Acquired 1,000,000)	Per Schedule Provided
Media	Per Schedule Provided
Business Interruption	$ 1,000,000
Mobile Equipment – Hidalgo County	Per Schedule Provided
Builders Risk:	$ 50,000
Fine Arts (Blanket 500,000)	Per Location
Equipment Breakdown	$ 50,000,000
Expediting Expense	$ 100,000
Water Damage	$ 100,000
Spoilage	$ 100,000
Hazardous Substances	$ 100,000
Deductible Options:	
All Other Perils	$ 25,000 2% Wind/Hail
Buy Back Wind/Hail	$450,000 per occurrence $900,000 annual aggregate $ 50,000 deductible
Equipment Breakdown	a) $10,000 b) $ 25,000
Earth & Quake	$ 100,000 Ded
Policies– All Options/Coverages:	To Be Determined

Payment Terms:

A. PROPERTY

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES
REQUESTED LIMITS

Each year of the contract term, the awarded vendor will request in writing from Hidalgo County any necessary information that reflects changes (additions/deletions) for the purpose of updating the renewal in order to provide the correct coverage.

$272,301,234 Blanket over all real property, personal property, business interruption, and extra expense, at scheduled locations.

$1,500,000 Business interruption and extra expense.

Sublimits: See Cover sheet

REQUESTED DEDUCTIBLES

$25,000; $50,000 or $100,000 (2% Wind/Hail)
Per occurrence deductible applicable to all County coverage combined.

REQUESTED COVERAGE PROVISIONS

Requested Proposed Effective Dates:

	January 1, 2016 to January 1, 2017
	January 1, 2017 to January 1, 2018
	January 1, 2018 to January 1, 2019
(renewal)	January 1, 2019 to January 1, 2020
(renewal)	January 1, 2020 to January 1, 2021

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **HIDALGO COUNTY**

Accepted ☐ Declined ☐

Covered Locations: Please provide coverage on all covered property, regardless of its location. Refer to "Exposure and Rating Information" for a schedule of current locations and values.

Accepted ☐ Declined ☐

Coverage for Property at Unscheduled Locations: Please provide coverage for property at unscheduled locations subject to the "any other location" limit requested in the "Requested Limits" section.

Accepted ☐ Declined ☐

Property in Transit: Please provide coverage on property in transit.

Accepted ☐ Declined ☐

Newly Acquired Locations—Real Property: Please provide 90 days' automatic coverage on newly acquired real property, subject to THE REQUESTED NEWLY ACQUIRED REAL PROPERTY LIMIT, THE REQUESTED BLANKET LIMIT

Accepted ☐ Declined ☐

Newly Acquired Locations—Personal Property: Please provide 90 days' automatic coverage on personal property at newly acquired locations, subject to THE REQUESTED NEWLY ACQUIRED LOCATIONS PERSONAL PROPERTY LIMIT, THE REQUESTED BLANKET LIMIT

Accepted ☐ Declined ☐

Covered Property: Please include the following as covered property.

Personal property of others

Accepted ☐ Declined ☐

Employees' property

Accepted ☐ Declined ☐

Building glass

Accepted ☐ Declined ☐

Attached signs

Accepted ☐ Declined ☐

Detached signs

Accepted ☐ Declined ☐

Fences

Accepted ☐ Declined ☐

TV and radio antennas

Accepted ☐ Declined ☐

Foundations and other underground property

Accepted ☐ Declined ☐

Retaining walls not part of a building

Accepted ☐ Declined ☐

Land, excavations, grading, filling

Accepted ☐ Declined ☐

Lawns, trees, shrubs, plants

Accepted ☐ Declined ☐

Growing crops

Accepted ☐ Declined ☐

Animals

Accepted ☐ Declined ☐

Tools, dies, patterns, and molds

Accepted ☐ Declined ☐

Fine arts

Accepted ☐ Declined ☐

Jewelry, watches, furs, and silverware

Accepted ☐ Declined ☐

Bullion and precious metals

Accepted ☐ Declined ☐

Money and securities

Accepted ☐ Declined ☐

Dams, dikes, reservoirs, docks, piers, wharfs

Accepted ☐ Declined ☐

Roads, tunnels, bridges

Accepted ☐ Declined ☐

Perils: Please provide all risks coverage that includes each of the following.

Full collapse coverage including collapse resulting from design error and faulty workmanship or materials after completion of construction

Accepted ☐ Declined ☐

Flood coverage, including seepage of water, sewer backup, mudslide, and other water damage

Accepted ☐ Declined ☐

Earth movement coverage, including but not limited to earthquake

Accepted ☐ Declined ☐

Ordinance coverage (contingent liability for building laws, demolition, and increased cost of construction)

Accepted ☐ Declined ☐

Radioactive contamination, resulting loss only, direct damage

Accepted ☐ Declined ☐

Off-premises utility service interruption—direct damage and time element, including transmission lines

Accepted ☐ Declined ☐

Spoilage of perishable goods resulting from mechanical breakdown

Accepted ☐ Declined ☐

Spoilage of perishable goods resulting from power failure originating on or off-premises

Accepted ☐ Declined ☐

No Debris Removal Sublimit: Please provide debris removal coverage subject only to the applicable direct damage limit; there should not be a debris removal sublimit.

Accepted ☐ Declined ☐

Coverage for Removal of All Debris: Please amend the debris removal clause to apply to removal of all debris from a covered cause, not just debris of covered property.

Accepted ☐ Declined ☐

Pollutant Cleanup Coverage: Please provide coverage for removal of pollutants from the insured's land or water, provided the release of pollutants is caused by an unexcluded cause of loss.

Accepted ☐ Declined ☐

Yard Property Limit: Please extend coverage to covered property within 1,000 feet of the property boundary of each covered location.

Accepted ☐ Declined ☐

No Protective Safeguards Provision: Please delete any protective safeguards provision contained in your form.

Accepted ☐ Declined ☐

Joint Loss/Loss Adjustment Agreement: Please include a loss adjustment endorsement providing for joint payment with the boiler and machinery insurer of any loss involving both policies.

Accepted ☐ Declined ☐

Valuation: Please provide coverage on a replacement cost basis for all types of property

Accepted ☐ Declined ☐

Valuation of Property of Others: Property of others should be valued at the replacement cost.

Accepted ☐ Declined ☐

Requirement To Rebuild on Same Premises: Please delete any such requirement.

Accepted ☐ Declined ☐

Direct Damage Coinsurance: Please delete the coinsurance provision or suspend it with an agreed value provision.

Accepted ☐ Declined ☐

Multiple Occupancy Business Interruption and Extra Expense Coverage Trigger: Please amend any language in your form that would limit coverage to income or expense loss resulting only from damage to the portion of the premises occupied by the insured. Coverage should also apply to loss resulting from damage to any route within the building that permits access to the insured's premises (such as foyers, hallways, elevators, and stairways). If the 1995 edition of ISO CP 00 10 is used, there is no need for an endorsement.

Accepted ☐ Declined ☐

Combination Business Interruption and Extra Expense Coverage Form: Please provide coverage for both business interruption and extra expense subject to a single limit for both coverages, using a combination business interruption and extra expense coverage form, such as the ISO business income and extra expense coverage form (CP 00 30).

Accepted ☐ Declined ☐

Please provide the following endorsements:
i
Ninety-Day Notice of Cancellation, Material Policy or Premium Change, or Nonrenewal:

Accepted ☐ Declined ☐

Delayed Notice of Occurrence Endorsement

The DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS condition is amended to include:

d. Knowledge of any "accident", claim, "suit" or "loss" by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such "accident", claim, "suit" or "loss" shall have been received by the risk manager or any executive officer.

Accepted ☐ Declined ☐

Broad Named Insured:

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted ☐ Declined ☐

UNINTENTIONAL ERRORS AND OMISSIONS

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted ☐ Declined ☐

NOTICE OF OCCURRENCE

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted ☐ Declined ☐

REQUESTED SERVICES

List of Forms: Please provide a list of all forms and endorsements that will be attached to the policy, showing the edition date of each.

Accepted ☐ Declined ☐

Copies of Forms: Please provide copies of all proposed forms and endorsements other than (ISO, AAIS, Texas, other) forms.

Accepted ☐ Declined ☐

Copies of Inspection Reports and Recommendations: Please provide copies of engineering inspection reports including estimated cost of compliance with each recommendation.

Accepted ☐ Declined ☐

Loss Control Services: Please outline the loss control services that will be provided.

Accepted ☐ Declined ☐

Loss Reports: Please agree to provide ANNUAL that include the following information for each loss: the date of loss, description of loss, amount reserved, deductible amount, and amount paid.

Accepted ☐ Declined ☐

QUOTED PREMIUM

	Deductible	**Premium**
Total Premium:	$_____	_____
	$_____	_____
	$_____	_____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION SUMMARY, PRODUCT BROCHURES, ANNUAL REPORT, 10K REPORT, OTHER.

Locations and 100 Percent Values: See "Schedule of Locations and Values."

Construction and Protection Information: See "Construction and Protection Schedule."

B. BOILER & MACHINERY/EQUIMPMENT BREAKDOWN

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

Limits:

$50,000,000 Direct damage, per accident
$Included Combined business interruption and extra expense, actual loss sustained coverage

Sublimits:

$100,000 Expediting expense
$100,000 Hazardous substances
$100,000 Spoilage
$100,000 Water damage

Deductibles:

$10,000; $25,000 Deductible per accident, direct damage
24 hours Deductible per accident, time element coverage

REQUESTED COVERAGE PROVISIONS

Newly Acquired Locations: Please provide 90 days' automatic coverage in connection with equipment at newly acquired locations.

Accepted ☐ Declined ☐

"Extended Comprehensive Object" Definition: Please use an extended comprehensive object definition.

Accepted ☐ Declined ☐

Fiber Optic Cable: Please include fiber optic cables as covered objects.

Accepted ☐ Declined ☐

Coverage for Computers: Please include as covered objects computers that are not used to operate or control other covered objects.

Accepted ☐ Declined ☐

Coverage for Medical and Diagnostic Equipment: Please include medical and diagnostic equipment as covered objects.

Accepted ☐ Declined ☐

"Turbine Accident" Definition: Please cover turbines subject to the same accident definition as other covered objects. Neither the explosion accident definition nor the combined accident definition should apply.

Accepted ☐ Declined ☐

In Use/Connected Ready for Use: Please delete any provision in your form that restricts coverage to equipment that is in use or connected and ready for use.

Accepted ☐ Declined ☐

Testing Coverage/Resultant Damage: If your form contains an exclusion of coverage for accidents occurring while an object is undergoing a hydrostatic, pneumatic, or gas pressure test or an insulation breakdown test, please amend it to provide coverage for damage to property other than the object undergoing the test.

Accepted ☐ Declined ☐

Consequential Damage Coverage: Please provide coverage for spoilage of perishable goods resulting from a covered accident.

Accepted ☐ Declined ☐

Utility Interruption Coverage: Please provide coverage for loss (including but not limited to spoilage) resulting from utility service interruption originating off-premises.

Accepted ☐ Declined ☐

Replacement Cost Coverage: Please provide coverage on a replacement cost basis.

Accepted ☐ Declined ☐

Defense Coverage and Supplementary Payments: Please cover defense costs and supplementary payments in addition to the stated limits of insurance.

Accepted ☐ Declined ☐

Ordinary Payroll Coverage: Please include ordinary payroll in the definition of "actual loss."

Accepted ☐ Declined ☐

Suspension of Coinsurance: Please include a suspension of coinsurance endorsement.

Accepted ☐ Declined ☐

Delete Monthly Limitation: Please delete the monthly limitation on extra expense loss recovery, so that the entire requested extra expense limit is immediately available to the insured.

Accepted ☐ Declined ☐

REQUESTED SERVICES

Copies of Forms: Please provide copies of all proposed forms and endorsements.

Accepted ☐ Declined ☐

Copies of Inspection Reports and Recommendations: Please provide copies of engineering inspection reports including estimated cost of compliance with each recommendation.

Accepted ☐ Declined ☐

Loss Control Services: Please outline the loss control services that will be provided.

Accepted ☐ Declined ☐

QUOTED PREMIUM

	Deductible	**Premium**
Total Premium:	$_____	_____
	$_____	_____
	$_____	_____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION SUMMARY, PRODUCT BROCHURES, ANNUAL REPORT, 10K REPORT, OTHER.

Locations and 100 Percent Values: See "Schedule of Locations and Values."

PRIMARY PROGRAM OPTIONS

Primary Program Options -

Limits:

GL:	$1,000,000 each occurrence $2,000,000 General Aggregate (Annual) $2,000,000 Products/ Completed Operations Annual Aggregate $ 100,000 Fire Damage to Premises
(EBL)	$1,000,000 Employee Benefits Liability $3,000,000 Aggregate
Auto:	$1,000,000 Combined Single Limits Comprehensive & Collision *On 2005 and newer vehicles
POL: (EPML)	$2,000,000 each claim $2,000,000 Aggregate $100,000 SIR
LEL:	$1,000,000 each claim $1,000,000 Aggregate $50,000; $100,000 SIR
EPL	$2,000,000 Each Wrongful Act $2,000,000 Total Limit $50,000; $100,000 SIR

*** Deductible/SIR Options:**

GL/EBL	a) $25,000 per occurrence b) $50,000 per occurrence c) $100,00 per occurrence
AUTO LIABILITY:	a) $25,000 per accident b) $50,000 per accident c) $100,00 per accident
AUTO COLLISION COMPREHENSIVE:	a) $25,000 each claim d) $50,000 each claim b) $100,00 each claim

POL: (EPML)	a) $25,000 per occurrence b) $50,000 per occurrence c) $100,000 per occurrence
LEL	a) $25,000 per occurrence b) $50,000 per occurrence c) $100,000 per occurrence
EPL	a) $25,000 per occurrence b) $50,000 per occurrence c) $100,000 per occurrence

To Be Determined

Policies– All Options/Coverages:

Payment Terms:

Please include the insurer's A.M. Best rating in your proposal.

C. AUTOMOBILE

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

Liability Coverage:

$1,000,000: Combined Single Limits

Optional Quote (Hidalgo County has the option to accept or decline this coverage): **Please include Auto Policy With Underinsured/Uninsured Motorist(s) with limits of:**
$25,000

$50,000

$100,000

and Personal Injury Protection (PIP) Coverage with limits of:

$5,000

$10,000

Physical Damage Coverage:

Coverage should apply to autos as indicated below each type of coverage.

Comprehensive and Collision

Only those vehicles 2005 and newer

Coverage should apply to autos as indicated for each type of coverage.

REQUESTED COVERAGE PROVISIONS

Note: This section includes requested endorsements, both standard Insurance Services Office, Inc. (ISO), forms and manuscript endorsements. We are receptive to using these endorsements as they stand or with reasonable modifications. Completely different endorsements or policy wording suggested by the broker or underwriter may also be acceptable. Please outline any major variations in your proposal.

Requested Proposed Effective Dates: January 1, 2016 to January 1, 2017
January 1, 2017 to January 1, 2018
January 1, 2018 to January 1, 2019
(renewal) January 1, 2019 to January 1, 2020
(renewal) January 1, 2020 to January 1, 2021

Named Insured: The named insured should read as follows: Hidalgo County

Accepted ☐ Declined ☐

Coverage Form: Please quote coverage at least as broad as the ISO business auto policy form (CA 00 01). If you are using this standard form with an edition date prior to December 1990, include coverage for "covered pollution cost or expense."

Accepted ☐ Declined ☐

Additional Insured–Lessor Endorsement (CA 20 01): Leased vehicles for which we are required by lease to purchase direct primary insurance for the lessor include vehicle numbers _____, on the schedule. The lessors are: _____

Accepted ☐ Declined ☐

Fellow Employee Exclusion: Please delete the fellow employee exclusion to include coverage for executive officers.

Accepted ☐ Declined ☐

Please include the following endorsements:

Delayed Notice of Occurrence Endorsement

The DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS condition is amended to include:

d. Knowledge of any "accident", claim, "suit" or "loss" by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such "accident", claim, "suit" or "loss" shall have been received by the risk manager or any executive officer.

Accepted ☐ Declined ☐

Ninety-Day Notice of Cancellation, Material Policy/Premium Change or Nonrenewal Endorsement.:

Accepted ☐ Declined ☐

Broad Named Insured:

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether collectible or not.

Accepted ☐ Declined ☐

UNINTENTIONAL ERRORS AND OMISSIONS

Coverage afforded by this policy shall not be invalidated or affected by any inadvertent errors, omissions or improper description of premises, existing hazards, or other descriptions mentioned in this policy or in related applications.

Accepted ☐ Declined ☐

NOTICE OF OCCURRENCE

It is agreed that the failure of any agent, servant, or employee of the Named Insured to notify the company of any occurrence of which he has knowledge shall not invalidate the insurance afforded by the policy as respects the Named Insured.

Accepted ☐ Declined ☐

REQUESTED SERVICES

List of Forms: Please provide a list of all forms and endorsements that will be attached to the policy showing the edition date of each.

Accepted ☐ Declined ☐

Copies of Forms: Please provide a copy of the policy and any endorsements, if coverage will not be written on the ISO business auto policy form, CA 00 01, with an edition date of December 1990 or later.

Accepted ☐ Declined ☐

Loss Runs: Please provide us with Quarterly reports of losses (as requested).

Accepted ☐ Declined ☐

QUOTED PREMIUM

Total Premium: $_____

Premium Computation Information: Please include the details of all premium computations:_____

Premium Payment Plan: Please provide the details of any available premium payment plans:_____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed Underwriting information.

Vehicle Classification: All vehicles should be classified as outlined in the attached Vehicle Schedule.

Hired and Nonowned Auto Liability: The total number of employees authorized to drive at all our locations is 2,508. The majority of our employees do not regularly drive their own autos on company business.

This coverage should be based on a minimum premium since there is little use of rented vehicles.

Loss Control Programs: Per Attached

Loss History: Refer to attached LOSS SUMMARIES, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION

Vehicle Schedule – Per Attached.

D. GENERAL LIABILITY

REQUESTED COVERAGES, LIMITS, AND DEDUCTIBLES

$1,000,000	Bodily injury and property damage, per occurrence
$2,000,000	Products/completed operations aggregate limit
$2,000,000	General aggregate limit (other than products/completed operations)
$100,000	Fire damage limit, any one fire
$1,000,000	Employee benefits liability coverage/$1,000,000 Aggregate $3,000,000 Aggregate **Optional**
$1,000,000	Law Enforcement Liability/$2,000,000 Aggregate

REQUESTED SIR OPTIONS OF;

Unlimited General Aggregate Limit: It is preferred that coverage be written without a general aggregate limit applying to bodily injury and property damage liability. A $5 million (or higher) personal injury liability aggregate may be used in conjunction with this approach.

Accepted ☐ Declined ☐

If an unlimited general aggregate is unavailable, please modify the general aggregate to apply separately to each project or location.

Accepted ☐ Declined ☐

- **Fire Legal Liability**: As an option, please quote a fire damage limit of $250,000.

REQUESTED COVERAGE PROVISIONS

This section includes requested manuscript endorsements. We are receptive to using these endorsements as they stand or with reasonable modifications. Completely different endorsements or policy wording suggested by the broker or underwriter may also be acceptable. Please outline any major variations in your proposal.

Requested Proposed Effective Dates:

	January 1, 2016 to January 1, 2017
	January 1, 2017 to January 1, 2018
	January 1, 2018 to January 1, 2019
(renewal)	January 1, 2019 to January 1, 2020
(renewal)	January 1, 2020 to January 1, 2021

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **Hidalgo County**

Accepted ☐ Declined ☐

Broad Form Named Insured Endorsement: Please include the manuscript broad form named insured endorsement included with this submission.

Accepted ☐ Declined ☐

Occurrence Coverage: Please quote occurrence (rather than claims-made) coverage.

Accepted ☐ Declined ☐

Coverage Form: Coverage should be at least as broad as those provided by the ISO commercial general liability policy form (CG 00 01).

Accepted ☐ Declined ☐

Contractual Liability Coverage for False Arrest: Please amend Coverage B exclusion a.(4) by attaching ISO endorsement CG 22 74 to provide coverage for contractual assumption of liability arising out of false arrest, detention, or imprisonment.

Accepted ☐ Declined ☐

Fellow Employee Exclusion: Please amend the fellow employee exclusion to include coverage for supervisory personnel, using the following endorsement.

Additional Persons Insured—Employee
Bodily Injury to Another Employee Endorsement

It is agreed that exclusion 2.a.(1) of the "Who Is an Insured" section of the commercial General Liability Policy does not apply with respect to "bodily injury" to another employee for claims made or suits brought against such employees
as are herein designated while acting within the scope of their duties as such.

(List Individuals or Positions)

Accepted ☐ Declined ☐

Employee Benefits Liability: Please provide occurrence coverage.

Accepted ☐ Declined ☐

Automatic Additional Insureds: Please provide an endorsement to the effect that all entities/ individuals are additional insureds if required under the terms of a written contract.

Accepted ☐ Declined ☐

Unintentional Errors and Omissions Endorsement

It is agreed that failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by this policy provided such failure or omission was not intentional.

Accepted ☐ Declined ☐

Delayed Notice of Occurrence Endorsement

The Duties in the Event of Occurrence, Claim, or Suit section of the policy is amended to include:

> knowledge of any occurrence, claim, or suit by the agent, servant, or employee of the insured shall not in itself constitute knowledge of the insured unless notice of such injury, claim, or suit shall have been received by the risk manager or any executive officer.

Accepted ☐ Declined ☐

Blanket Waiver of Subrogation Endorsement

The policy is amended to include the following:

If is further agreed that where required by contract, with respect to such insurance as is afforded by this policy, the Company waives any right of subrogation it may acquire against any party(ies) of such contract by reason of any payment made under this policy.

Accepted ☐ Declined ☐

Clarification of Punitive Damages Endorsement

This policy covers punitive damages unless barred by a specific state statute or a court of law.

Accepted ☐ Declined ☐

Cancellation Notice: Please lengthen the cancellation notice requirement to 90 days, per endorsement CG 02 24 (earlier notice of cancellation).

Accepted ☐ Declined ☐

Pollution Exclusion: The pollution exclusion should be no broader than that contained in ISO form CG 00 01.

Accepted ☐ Declined ☐

Pollution Coverage: Please quote coverage for sudden and accidental pollution liability, per endorsement CG 04 22.

Accepted ☐ Declined ☐

Elected or Appointed Officers as Additional Insureds: Please modify the "Who Is an Insured" provision to include the following while acting on behalf of the named insured: elected or appointed officers, bail bond board, district judges and members of boards, commissions, or agencies (CG 20 25).

Accepted ☐ Declined ☐

REQUESTED SERVICES

List of Forms: Please provide a copy of the policy form and any endorsements that will be attached to the policy, showing the edition date of each.

Accepted ☐ Declined ☐

Copies of Forms: Please provide a copy of the policy form and any endorsements, if coverage will not be written on the ISO commercial general liability policy form CG 00 01.

Accepted ☐ Declined ☐

Loss Runs: Please provide Quarterly general liability loss reports that contain the following information: amounts paid, reserved, and recovered BY DIVISION, SUBSIDIARY, DEPARTMENT, LOCATION, SUPERVISOR, OTHER.

Accepted ☐ Declined ☐

Loss Control Services: Please outline the loss control services that will be provided.

Accepted ☐ Declined ☐

QUOTED PREMIUM

	SIR/Deductible	Premium
Total Premium:	$_____	_____
	$_____	_____
	$_____	_____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed Underwriting Information.

Employee Benefits Liability: The total number of employees is 3,545.

Loss Control Programs: DESCRIBE

Loss History: Refer to attached LOSS SUMMARY, LARGE LOSS SUMMARY, INSURER LOSS RUNS, OTHER LOSS INFORMATION.

E. LAW ENFORCEMENT LIABILITY

$1,000,000 Law enforcement officers errors and omissions liability Each Claim
$2,000,000 Annual aggregate

Need Deductible and SIR options of $50,000 and $100,000 in punitive or exemplary damages for the limits specified.

Requested Proposed Effective Dates: January 1, 2016 to January 1, 2017

January 1, 2017 to January 1, 2018
January 1, 2018 to January 1, 2019
(renewal) January 1, 2019 to January 1, 2020
(renewal) January 1, 2020 to January 1, 2021

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **HIDALGO COUNTY**

Accepted ☐ Declined ☐

Include as Insureds:

Individual law enforcement officers and employees of the Sheriff's Department. This coverage should apply to individuals who now are, will be, or were with the Sheriff's Department.

Accepted ☐ Declined ☐

Public officials and employees of the County while in furtherance of the pursuits of the Sheriff's Department.

Accepted ☐ Declined ☐

Volunteer and part-time workers in the Sheriff's Department.

Accepted ☐ Declined ☐

Heirs, estates, executors administrators, legal representatives, and assigns of all the above in the event of death, bankruptcy or incompetency.

Accepted ☐ Declined ☐

Occurrence Coverage Trigger: Please provide occurrence-based coverage.

Accepted ☐ Declined ☐

Definition of "Occurrence": If coverage will be written on an "occurrence" form, please define the term "occurrence" to mean a "happening or event" rather than an "accident."

Accepted ☐ Declined ☐

Prior Acts Coverage: In the past the County has purchased coverage on a claims-made basis. Please include coverage for prior acts in your occurrence policy.

Accepted ☐ Declined ☐

No Retroactive Date: If coverage will be on a claims-made basis, please provide full prior acts coverage. There should be no retroactive date or other similar restrictions. We are prepared to certify that we know of no incidents that could give rise to claims in the future.

Accepted ☐ Declined ☐

Extended Reporting Period (ERP) Option: If coverage will be on a claims-made basis, please include a 3-year ERP option that the insured may elect to purchase in the event of cancellation or nonrenewal by either the insurer or the insured.

Accepted ☐ Declined ☐

Time To Elect ERP: The ERP option should be available to the insured for 30 days after the effective date of cancellation or nonrenewal.

Accepted ☐ Declined ☐

"Pay on Behalf of" Coverage: Please provide coverage on a "pay on behalf of" basis.

Accepted ☐ Declined ☐

First Dollar Defense Coverage: Please provide defense coverage on a "first dollar" (no deductible) basis.

Accepted ☐ Declined ☐

Defense Coverage Outside of Limits: Please provide defense coverage in addition to (rather than as part of) the policy limit.

Accepted ☐ Declined ☐

Defense Coverage for Questionable Claims: Please provide coverage for defense of questionable or possibly excluded claims.

Accepted ☐ Declined ☐

Supplementary Payments: Please provide coverage for the following "supplementary payments" in addition to limits: premiums on appeal bonds, interest on judgments, expenses incurred in assisting the insurer in defending claims.

Accepted ☐ Declined ☐

Mutual Law Enforcement Agreement: Please provide coverage for liability assumed in any mutual law enforcement agreements.

Accepted ☐ Declined ☐

"Moonlighting" Coverage: Please include coverage for Law Enforcement Officers while "moonlighting."

Accepted ☐ Declined ☐

Punitive Damages: Please provide coverage for punitive or exemplary damages unless such coverage is prohibited in the jurisdiction where claim is brought.

Accepted ☐ Declined ☐

Covered Perils: Please provide coverage for liability claims arising from the following.

False arrest, detention, or imprisonment

Accepted ☐ Declined ☐

Malicious prosecution

Accepted ☐ Declined ☐

Wrongful entry, eviction, or other invasion of the right of private occupancy

Accepted ☐ Declined ☐

Discrimination (as respects noninsureds)

Accepted ☐ Declined ☐

Humiliation

Accepted ☐ Declined ☐

Libel, slander, entrance in violation of the right of privacy

Accepted ☐ Declined ☐

Assault and battery

Accepted ☐ Declined ☐

First aid E&O

Accepted ☐ Declined ☐

False or improper service of process

Accepted ☐ Declined ☐

Violation of property rights

Accepted ☐ Declined ☐

Violation of civil rights

Accepted ☐ Declined ☐

Alleged criminal acts

Accepted ☐ Declined ☐

Delete Exclusions: Please agree to delete any of the following exclusions if contained in your form.

Damages for violation of civil rights

Accepted ☐ Declined ☐

Bodily injury while in custody of an officer

Accepted ☐ Declined ☐

Bodily injury while in jail (e.g., jail fires)

Accepted ☐ Declined ☐

Damage to tangible property

Accepted ☐ Declined ☐

Misuse of a motor vehicle

Accepted ☐ Declined ☐

Care, custody, and control of property of others

Accepted ☐ Declined ☐

Intentional acts

Accepted ☐ Declined ☐

Delete Products Liability Exclusion: Please delete this exclusion if contained in your form.

Accepted ☐ Declined ☐

Modify Products Liability Exclusion: If your form's products liability exclusion cannot be deleted, please modify it so that it clearly does not apply to claims relating to the negligent use of equipment or instruments intended as law enforcement aids.

Accepted ☐ Declined ☐

Knowledge of Occurrence Provision Endorsement

It is agreed that knowledge of an occurrence, claim, or suit by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless the Law Enforcement Department, County, Risk Manager of the insured shall have such knowledge.

Accepted ☐ Declined ☐

Ninety Days' Notice of Cancellation: Please endorse the policy to provide 90 days' notice of cancellation, material policy change, or intent not to renew.

Accepted ☐ Declined ☐

REQUESTED SERVICES

Copy of Form: Please attach a copy of the proposed form and all proposed endorsements to your proposal.

Accepted ☐ Declined ☐

Insurer's Best Rating: Please include the insurer's Best's Rating in your proposal.

Accepted ☐ Declined ☐

Defense Counsel: If the insured will not be allowed to participate in the selection of defense counsel, please identify the law firm and individual attorneys that would handle the defense of any claims that might be brought against insureds and outline their experience handling suits of this type.

Loss Control Services: Please describe in your proposal the loss control assistance that will be provided.

QUOTED PREMIUM

Total Premium: $_____

Premium Breakdown: Please indicate the premium charges (if any) for each of the requested coverage provisions, such as prior acts coverage, "moonlighting" coverage, etc.: _____

Cost of ERP Option: Please indicate the cost of the extended reporting period (ERP) option: _____

Premium Payment Plan: Please provide the details of any available premium payment plan: _____

VOLUNTEER INSURANCE

BLANKET ACCIDENT INSURANCE POLICY

Covered Activities: While enrolled as a member/volunteer of Hidalgo County/Policyholder during the hours and on the days when the Policyholder is in session, or during the hours and on the days when the Policyholder is not in session while participating in any Policyholder sponsored activity. This includes coverage away from the Policyholder's premises while participating in any activity authorized and supervised by the Policyholder. This includes coverage for travel directly and uninterrupted to or from the above.

Approximate number of volunteers is ######

	Maximum Amount	Loss Period
Accidental Death Benefit	$5,000	365 Days

Accidental Dismemberment Benefit	$10,000	365 Days

	Premium	Deductible
Total Premium:	$_____	_____
	$_____	_____
	$_____	_____

EXPOSURE AND RATING INFORMATION

Refer to enclosed Law Enforcement Liability Underwriting Information.

F. PUBLIC OFFICIALS EMPLOYMENT MANAGEMENT LIABILITY

REQUESTED COVERAGES, LIMITS, AND SIR

$2,000,000 Per Occurrence Public officials errors and omissions liability
$2,000,000 Annual aggregate

****Please endorse to the policy, Bail Bond Board and District Judges**.**

REQUESTED COVERAGE PROVISIONS

Requested Proposed Effective Dates: January 1, 2016 to January 1, 2017
January 1, 2017 to January 1, 2018
January 1, 2018 to January 1, 2019
(renewal) January 1, 2019 to January 1, 2020
(renewal) January 1, 2020 to January 1, 2021

Accepted ☐ Declined ☐

Named Insured: The named insured should read as follows. **HIDALGO COUNTY**

Accepted ☐ Declined ☐

Include as Insureds: Please include the following as insureds.

Individuals who now are, will be, or were elected or appointed public officials, district judges of the County.

Accepted ☐ Declined ☐

All boards including bail bond board, commissions, and other departments within the named insured's budget

Accepted ☐ Declined ☐

Employees (including part-time employees)

Accepted ☐ Declined ☐

Volunteers

Accepted ☐ Declined ☐

Heirs, estates, executors, administrators, legal representatives, and assigns of all of the above in the event of death, bankruptcy, or incompetency

Accepted ☐ Declined ☐

Occurrence Coverage Trigger: Please provide occurrence-based coverage.

Accepted ☐ Declined ☐

Definition of "Occurrence": If coverage will be written on an "occurrence" form, please define the term "occurrence" to mean a "happening or event" rather than an "accident."

Accepted ☐ Declined ☐

Prior Acts Coverage: In the past the County has purchased coverage on a claims-made basis. Please include coverage for prior acts in your occurrence policy.

Accepted ☐ Declined ☐

No Retroactive Date: If coverage will be on a claims-made basis, please provide full prior acts coverage. There should be no retroactive date or other similar restrictions. We are prepared to certify that we know of no incidents that could give rise to claims in the future.

Accepted ☐ Declined ☐

Extended Reporting Period (ERP) Option: If coverage will be on a claims-made basis, please include a 3-year ERP option that the insured may elect to purchase in the event of cancellation or nonrenewal by either the insurer or the insured.

Accepted ☐ Declined ☐

Time To Elect ERP: The ERP option should be available to the insured for 30 days after the effective date of cancellation or nonrenewal.

Accepted ☐ Declined ☐

"Pay on Behalf of" Coverage: Please provide coverage on a "pay on behalf of" basis.

Accepted ☐ Declined ☐

First Dollar Defense Coverage: Please provide defense coverage on a "first dollar" (no deductible) basis.

Accepted ☐ Declined ☐

Defense Coverage Outside of Limits: Please provide defense coverage in addition to (rather than as part of) the policy limit.

Accepted ☐ Declined ☐

Supplementary Payments: Please provide coverage for the following "supplementary payments" in addition to limits: premiums on appeal bonds, interest on judgments, expenses incurred in assisting the insurer in defending claims.

Accepted ☐ Declined ☐

Definition of "Wrongful Act": Please include the following definition of wrongful act.

> Liability arising from actual or alleged negligence, errors or omissions, breaches of duty, misfeasance, malfeasance, and nonfeasance of any insured.

Accepted ☐ Declined ☐

Violation of Civil Rights Exclusion: Please delete this exclusion if included in your form.

Accepted ☐ Declined ☐

Punitive Damages: Please provide coverage for punitive or exemplary damages unless such coverage is prohibited in the jurisdiction where claim is brought.

Accepted ☐ Declined ☐

Delete Professional Liability Exclusions: Please agree to delete any exclusions of claims against employed attorneys, architects, medical personnel, engineers, etc., acting within the scope of their professional duties.

Accepted ☐ Declined ☐

Defense of Injunctive Relief Claims: Please provide defense coverage for injunctive relief (nonmonetary damage) claims.

Accepted ☐ Declined ☐

Faulty Preparation of Bid Specifications Exclusion: Please delete this exclusion if included in your form.

Accepted ☐ Declined ☐

Defense Coverage for Questionable Claims: Please provide coverage for defense of questionable or possibly excluded claims.

Accepted ☐ Declined ☐

Failure To Maintain Insurance Exclusion: Please delete any such exclusion. We are willing to provide a schedule of insurance and report any material changes in the schedule to the insurer.

Accepted ☐ Declined ☐

Insured versus Insured Claims: Please include coverage for suits by one insured against another.

Accepted ☐ Declined ☐

Intentional Acts: Please delete this exclusion if included in your form.

Accepted ☐ Declined ☐

Consent To Settle: Please include a "consent to settlement" provision specifying that claims may be settled by the insurer only with consent of the insured.

Accepted ☐ Declined ☐

Knowledge of Occurrence Provision Endorsement

It is agreed that knowledge of an occurrence, claim, or suit by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless the County Judge, or Risk Pool Coordinator of the insured shall have such knowledge.

Accepted ☐ Declined ☐

Ninety Days' Notice of Cancellation: Please endorse the policy to provide 90 days' notice of cancellation, material policy change, or intent not to renew.

Accepted ☐ Declined ☐

REQUESTED SERVICES

Copy of Form: Please attach a copy of the proposed form and all proposed endorsements to your proposal.

Accepted ☐ Declined ☐

Defense Counsel: If the insured will not be allowed to participate in the selection of defense counsel, please identify the law firm and individual attorneys that would handle the defense of any claims that might be brought against Insureds and outline their experience handling suits of this type. _____

Loss Control Services: Please describe in your proposal the loss control assistance that will be provided.

QUOTED PREMIUM

	SIR/Deductible	Premium
Total Premium:	$_____	_____
	$_____	_____
	$_____	_____

Cos/Term of ERP Option: Please indicate the cost of the extended reporting period (ERP) option:

Price	Terms
$_____	_____
$_____	_____
$_____	_____

EXPOSURE AND RATING INFORMATION

Description of Operations: Refer to enclosed UNDERWRITING INFORMATION SUMMARY, UNDERWRITING INFORMATION SUMMARY GOVERNMENTAL SUPPLEMENT, OTHER.

G. ADDITIONAL COVERAGES

STORAGE TANK LIABILITY:

Hidalgo County is seeking a proposal for Storage Tank Liability Coverage as follow:

Limits of Liability:

a.) $ 2,000.000 Per Storage Tank Incident Limit (USTs)
$ 2,000.000 Per Storage Tank Incident Limit (ASTs)

b.) $ 2,000.000 Aggregate Limit (USTs)
$ 2,000.000 Aggregate Limit (ASTs)
$ 4,000.000 Aggregate Total Limit (UST & ASTs-exclusive of Legal Defense)

c.) $ 2,000.000 Aggregate Legal Defense Expense Limit

Deductible:

$ 5,000.00 Per Claim or Corrective Action Cost

MEDICAL MALPRACTICE LIABILITY:

Hidalgo County is seeking a proposal for "Medical Malpractice Liability" at the listed locations as follow:

Limits of Liability-Coverage A-Professional Liability

a.) $ 1,000,000 Each Claim
$ 3,000,000 Aggregate

Deductible:

$ 25,000 Each Claim or Occurrence

Hidalgo County Juvenile Probation-Infirmary	1001 N. Doolittle Rd. Edinburg, TX
Hidalgo County Juvenile Justice Center Boot Camp	1711 N Bridge, Weslaco, TX
Hidalgo County Health & Human Services	1304 S. 25th St, Edinburg, TX 3341 E. Richardson Rd, Edinburg, TX
Hidalgo County Adult Detention Facility	701 El Cibolo Rd, Edinburg, TX
Hidalgo County WIC Program Locations:	3105 W University Dr, Edinburg, TX 3105 E Richardson Rd, Edinburg, TX 211 South Schuerbach Rd, Mission, TX

300 E Hackberry, McAllen, TX
1903 North Knights, Pharr, TX
702 East Tejano, Hidalgo TX
301 S 8th St, Donna, TX
1901 N Bridge, Weslaco, TX
540 S Texas, Mercedes, TX
708 E Edinburg, St, Elsa TX
125 E Las Milpas Rd, Suite E, Pharr, TX
510 N FM 1015, Progreso, TX
3509 E Main Ave, Suite 104, Alton, TX
313 E Business 83, Suite 113, Alamo, TX
371 W Expressway 83, Sullivan City, TX
722 N Breyfogle, Suite 2-C, Mission, TX
220 S Bicentennial, Suite D, McAllen, TX
300 W. Hall Acres Rd, Suite A, Pharr, TX
230 N 86th St, Edinburg, TX
417 S. Oregon Ave, Weslaco, TX
509 E Earling Rd, San Juan, TX
3001 N 23rd St, Suite 8, McAllen, TX
3001 N 23rd St, Suite 2, McAllen, TX
3519 W. Main St, Suite B, Mission, TX
5404 Brand St, Suite 5, Rio Grande City, TX
1505 N. Grant St. Suite 1 & 2, Roma, TX
1429 S. Tower Rd, Alamo, TX

Price	Terms
$_____	_____
$_____	_____
$_____	_____

CRIME POLICY LIMITS

Hidalgo County is seeking a proposal for "Crime Policy Liability as follow:

Limits of Insurance and Deductibles

Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence	
$ 500,000	$ 25,000	Employee Theft-Per Loss Coverage
$ 500.000	$ 25,000	Forgery Or Alteration
$ 500,000	$ 25,000	Inside The Premises-Theft Of Money And Securities
$ 500,000	$ 25,000	Inside The Premises-Robbery Or Safe Burglary Of Other Property
$ 500,000	$ 25,000	Outside The premises
$ 500,000	$ 25,000	Computer Fraud

Premium: _____

ERRORS AND OMISSIONS – DISTRICT CLERK LIMITS

Hidalgo County is seeking a proposal for "Errors And Omissions" For District Clerk as follow:

Limit Of Insurance Deductible
$ 700,000 $ 1,000 District Clerk – Each and every claim and in the aggregate including cost and expense

ERP OPTIONAL

Price	Terms
$_____	_____
$_____	_____
$_____	_____

ERRORS AND OMISSIONS – COUNTY CLERK LIMITS

Hidalgo County is seeking a proposal for "Errors And Omissions" For County Clerk as follow:

Limit Of Insurance Deductible
$ 700,000 $ 1,000 County Clerk – Each and every claim and in the aggregate including cost and expense

ERP OPTIONAL

Price	Terms
$_____	_____
$_____	_____
$_____	_____

KIDNAP & EXTORTION/DIFFERENCE IN CONDITIONS INSURANCE

	Limits
Extortion/Ransom Monies Payment	$1,000,000
In transit Extortion/Ransom Monies Loss	$1,000,000
Expenses	$1,000,000
Medical Death or Dismemberment	$250,000
Medical Death or Dismemberment Aggregate	$1,250,000
Legal Costs	$1,000,000

Deductible	Total Premium
_____	_____
_____	_____
_____	_____

PRIMARY FLOOD INSURANCE:

REQUESTED COVERAGES, LIMITS AND DEDUCTIBLES

Hidalgo County desires specific Flood Insurance policies for various property per the schedule provided. The County will consider policies by location on a per building basis and reserves the right to purchase all, part or none of the coverage.

Exact Name of Insurer (not company group or wholesaler)

_____

Premium	Deductibles
_____	_____
_____	_____
_____	_____

Company's General Policyholder's Rating and Financial rating as published by A.M. Best.

_____

Building	Contents	Deductible
$500,000.00	$500,000.00	$1,000

EXCESS FLOOD INSURANCE:

REQUESTED COVERAGES, LIMITS AND DEDUCTIBLES

Hidalgo County requests Excess Flood Insurance to insure its property locations. The County is considering coverage and reserves the right to forgo its purchase. This particular part of the proposal must be submitted as a separate option and listed as "Option 2".

Limit: $5,000,000.00 in Excess of NFIP Maximum Building and Contents

Limit: $5,000,000.00 in Excess of $1,000,000.00

Valuation: Replacement Cost

See attached Property Schedule

Limit: _____

Annual Premium: _____

Valuation Basis: _____

ACV will be considered.

Exact name of Insurer (not company group or wholesaler)

Company's General Policyholder's Rating and Financial Rating as published by A.M. Best.

CYBER LIABILITY POLICY:

Please quote coverage for Information Security and Privacy Insurance with Electronic Medical Liability Coverage. See Hidalgo County's Consolidated Annual Financial Reports available at County Website.

Limits:

Network and Information Security	$1,000,000 per claim	
	$3,000,000 per claim	
Communication and Media Liability	$1,000,000 per claim	
	$3,000,000 per claim	
		Deductible
Crisis Management Event Expenses	$750,000*	$10,000*
Security Breach Remediation and Notification Expenses	$750,000*	$10,000*
Computer Program and Electronic Data Restoration Expenses	$750,000*	$10,000*
Computer Fraud	$750,000*	$10,000*
Funds Transfer Fraud	$750,000*	$10,000*
E-Commerce Extortion	$750,000*	$10,000*
Business Interruption and Additional Expenses	$750,000*	$10,000*

* For each Single First Party Insured Event

Extended Reporting Period and Run Off Additional Premium Percentage: _____

Premium:_____

Deviations from Specifications

Please describe coverage deviations, restrictions, and modifications, not outlined in your answers above or provided any other information you feel is appropriate and will clarify the proposal or benefit Hidalgo County.

ADDITIONAL SPECIFICATIONS/REQUIREMENTS:

Hidalgo County is requesting to include fee proposal for "Third Party Administration Services" to be included in proposal. Third Party Administration Services and/or Claims Adjuster Fees will be reimbursed for payment through the awarded vendor submitting proposal.

Third Party Auto Damage - The agency will be paying and processing bills directly to an independent adjuster and will be reimbursed by Hidalgo County.

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"PROPERTY AND CASUALTY INSURANCE"
(Including Third Party Administration Services)

RFP EVALUATION/SELECTION CRITERIA

Hidalgo County will conduct a comprehensive evaluation of all Proposals received in response to this RFP. Hidalgo County Commissioner's Court may elect to conduct evaluations or establish a Scoring/Grading Committee to perform such evaluations. Each Proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP.

1. Responsiveness to Request for Proposal **15 Points**
   a. Requested information included and thoroughness of response.
   b. Understanding and acceptance of the scope of insurance coverage and services.
   c. Acceptance of the RFP and Contract requirements.
   d. Clarity and conciseness of the response.

2. Economic evaluation of the Proposed Fee Schedule **60 Points**

3. Capability to provide the services requested.
   a. Background of Proposer and support personnel, including Professional qualifications and length of time working in Proposers capacity.
   b. Relevant experience of Proposer.
   c. Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions.
   d. Other resources, including total number of employees.
   e. References with contact names and telephone numbers.

   25 Points

Total Points **100 Points**

RFP EVALUATION/SELECTION CRITERIAFORM

	Selection Criteria	Points	Score
1.	Responsiveness to Request for Proposal a. Requested information included and thoroughness of response. b. Understanding and acceptance of the scope of insurance coverage and services. c. Acceptance of the RFP and Contract requirements. d. Clarity and conciseness of the response.	**0-15**	_____
2.	Economic evaluation of the Proposed Fee Schedule	**0-60**	_____
3.	Capability to provide the services requested. a. Background of Proposer and support personnel, including Professional qualifications and length of time working in Proposers capacity. b. Relevant experience of Proposer. c. Specific experience with public entity clients, especially governments including problems experienced with those clients and Proposers solutions. d. Other resources, including total number of employees. e. References with contact names and telephone numbers.	**0-25**	_____
		Total 100 Points	_____

Provider: _____

Evaluator: _____ Date: _____

Comments: _____

_____

_____

Hidalgo County
"Property and Casualty Insurance Policies"
(Including Third Party Administration Services)
Exhibits - Table of Contents (In CD)
RFP NO: 2015-101-10-07-YSS

EXHIBITS:

1. Loss Runs:
   - Auto and General Liability
   - Chubb Property
   - Ace XS Liability Loss
   - TAC

2. Application For Clinics-Professional Liability Information:
   - Adult Detention Facility
   - Health and Human Services Department
   - WIC Department

3. Property, Buildings, Vehicles & Heavy Equipment:
   - Heavy Equipment List
   - Hidalgo County Property
   - Hidalgo County Vehicle List
   - Specific Locations For Flood

4. Public Officials:
   - County Clerk Indemnity Form
   - District Clerk Indemnity Form

5. Underwriting Application Forms:
   - Public Entity
   - Public Management
   - Automobile General and Physical Damage
   - General Liability Exposure
   - Property, Inland Marine and Equipment
   - Loss Control Assessment
   - Supplemental Applications

6. Crime Policy Application Form

7. Difference In Conditions:
   - Corporate Kidnap And Extortion Application Form
   - Exporters Application Form

8. Law Enforcement Liability

9. Mexico Coverage
   - Scheduled Units

10. Storage Tank Liability

11. Cyber Liability

12. For 2016 Budget, please go to Hidalgo County's Website @: www.co.hidalgo.tx.us

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business: Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
~~Subcontract Amount: $_____ Description of Work to be Performed:~~

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
~~Subcontract Amount: $_____ Description of Work to be Performed:~~

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, 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. commonwealths and 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.

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	$
					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 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					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **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

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

HIDALGO COUNTY PROPERTY & CASUALTY INSURANCE

2015-2016 Coverage/Premium Summary

Type Of Coverage	Coverage Limit	SIR/Deductible	Projected Premium/Fees
Commercial Property/Boiler Machinery- Terrorism Included			
Wind/Hail Deductible Buy Back			
Differences In Conditions			
Kidnap/Extortion			
Medical Malpractice Liability			
Errors/Omissions District Clerk			
Errors/Omissions County Clerk			
Storage Tank Liability			
Automobile Liability & Physical Damage			
General Liability Employee Benefits Plan			
Law Enforcement Liability			
Public Officials & Employment Practices/ Management Liability			
Crime			
Third Party Administration			
TOTAL PREMIUM			

Acronym Glossary

AST – Above ground Storage Tank

CA – Commercial Auto

CG – Commercial General Liability

CP - Commercial Property

EBL – Employee Benefits Liability

EPL – Employment Practice Liability

EPML – Employment Practice Management Liability

ERP – Extended Reporting Period

GL - General Liability

ISO – Insurance Services Office

LEL – Law Enforcement Liability

POL – Public Official Liability

UST – Underground Storage Tank

AI-50437 **Purchasing Department** **20. A. 5.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received [as detailed and attached herein] for the purpose of award and approval of contract document with the responsible vendor submitting the lowest and best bid and meeting all specification and/or requirements for: Hidalgo County "Traffic Road Signs and Other Related Misc. Equipment" - RFB No. 2015-117-05-20-HGO.

BACKGROUND

(1.) Bid packets requested - 14
(2.) Bids received - 2
(3.) Recommended vendor: Delta Specialty Signs & Supply
(4.) Current Contract Extension expires: 8-19-15
(5.) New Contract to commence: 8-20-15
(6.) Contract Reviewed by legal.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-12X-00X-0-610

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

BUDGETARY IMPACT:

Available balance as of 8-13-15
122-006 $92,378.77
123-005 $ 3,038.00

As needed basis
various county departments

Attachments

RFB No. 2015-117-05-20-HGO - Hidalgo County - "Traffic Road Signs & Other Related Misc. Equipment

agreement r

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/06/2015 09:47 AM
Budget & Management	Veronica Ortiz	08/07/2015 01:31 PM
Glinda Pacheco	Veronica Ortiz	08/12/2015 03:55 PM
Manuel Chapa	Manuel Chapa	08/13/2015 03:11 PM
Auditor's Office	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Heidi Ortiz Started On: 07/14/2015 10:25 AM

Final Approval Date: 08/14/2015

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL

FROM: Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department

DATE: May 29, 2015

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. -2015-117-05-20-HGO - Hidalgo County (ALL FUNDING SOURCES) TRAFFIC ROAD SIGNS & OTHER RELATED MISC. EQUIPMENT

We have **received two (2) bid responses** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **AS SOON AS POSSIBLE.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **heidi.ortiz@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 5-200-431-00-123-105-0-610

Recommendations/Concerns: Delta Specialties Supply

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4877. Thank you for your attention and cooperation to this matter.

	Joe M. Flores	Precinct #3	6/3/15
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Approval)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department

DATE: March 17, 2015

RE: **Approval or Disapproval of Specifications for:** ***Bid No. -2015-117-00-00-HGO-Hidalgo County (ALL FUNDING SOURCES) TRAFFIC ROAD SIGNS & OTHER RELATED MISC. EQUIPMENT***

Please review the **CURRENT SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ✓ ▪	**DISAPPROVE** ▪
APPROVED WITH MODIFICATIONS ▪	

FUNDS AVAILABILITY: ✓ Yes / _____ No / _____

Other (specify)_____

Departments Budget Account: 5-1200-431-00-122-006-0-610

	ARMANDO POMPA	FIELD OPERATIONS	3/17/15
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: heidi.ortiz@co.hidalgo.tx.us by no later than, FRIDAY , MARCH 27, 2015 @ 10:00 a.m.

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

DEPARTMENT/BID DESCRIPTION: ***HIDALGO COUNTY (All Sources, Programs and Entities) "TRAFFIC ROAD SIGNS & MISC. EQUIPMENT"***

BID OPENING DATE: May 20, 2015 | **BID OPENING TIME:** 9:30 A.M

BID NO: 2015-117-05-20-HGO | **BUYER:** Heidi Garcia Ortiz

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1) DELTA SPECIALTIES SIGNS & SUPPLY Attn: Maggie Pena	e-mail	Heidi Garcia Ortiz	05-04-15	10205 E. Hwy 107 Edinburg, TX 78542 Ph: 956-316-1626 Fx: 956-318-1316 www.deltasignsupply.com maggie@deltasignsupply.com
2) Custom Products Corp Heidi McGee – Verify Rcpt of Add 1 05-12-15	e-mail	Heidi Garcia Ortiz	05-05-15	P O Box 54091 Jackson, MS 3827704981 Heidi@cpcsigns.com
Jonathan Larraga	e-mail	Heidi Garcia Ortiz	05/06/15	jrlarraga@gmail.com
Rocal, Inc. Mary Johnson	e-mail	Heidi Garcia Ortiz	05/06/15	3186 County Rd 550 Frankfort, OH 45628 740-998-2122 bids@rocal.com
3M Traffic Safety & Security Division Jessica House	e-mail	Heidi Garcia Ortiz	05/06/15	3M Center, Blding 225-4N-14 St Paul, MN 55144-1000 651-737-5084 jhouse@mmm.com
Prime Vendor, Inc. Kimberly Soumit	e-mail	Heidi Garcia Ortiz	05/06/15	4622 Cedar Ave Bldg 5 Suite 124 Wilmington NC 28403 800-746-9554 Bids20@prime-vendor.com
Pathmark Sales Dave Cadriel	e-mail	Heidi Garcia Ortiz	05/06/15	P O Box 1066 San Marcos, TX 78667 800-547-0874 sales@pathmark.net
Interstate Signways Natalia Trussell	e-mail	Heidi Garcia Ortiz	05/06/15	501-490-3818 ntrussell@interstatesigns.com
Avery Dennison Michael Lowe	e-mail	Heidi Garcia Ortiz	05/06/15	469-502-1463 Michael.Lowe@AveryDennison.com
Center Line Supply Tim Woods Verify recpt of add 1 on 5/13/15	e-mail	Heidi Garcia Ortiz	05/06/15	530 Jesse Street Grand Prairie, TX 75051 800-321-1751 Tim.woods@centerlinesupply.com

Hyatt's Erik T. Stein	e-mail	Heidi Garcia Ortiz	05/07/15	800-234-9288 x614 estein@hyatts.com
Virtual Builders Exchange Karen Sesters – Verify Add 1 rec'd	e-mail	Heidi Garcia Ortiz	05/07/15	4047 Naco Perrin Suite 100 San Antonio, TX 78217 210-564-6900 Ext 126 Karen@virtualbx.com
Kolob Industries Darin Perkins	e-mail	Heidi Garcia Ortiz	05/12/15	kolobindustries@gmail.com
Newman Signs Kirstie Prigge	e-mail	Heidi Garcia Ortiz	05/15/15	P O Box 1728 Jamestown, ND 58402 800-437-9770 KPrigge@newmansigns.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE/TABULATION SHEET

DEPARTMENT/BID DESCRIPTION: *HIDALGO COUNTY (All Sources, Programs and Entities) "TRAFFIC ROAD SIGNS & MISC. EQUIPMENT"*

BID OPENING DATE: MAY 20, 2015 | **BID OPENING TIME:** 9:30 A.M

BID NO: 2015-117-05-20-HGO | **BUYER:** Heidi Garcia Ortiz

	NAME OF COMPANY	ACKNOWLEDGE RECEIPT
1)	CENTERLINE SUPPLY, San Antonio , Texas	√ Did Not Meet Specifications/Requirements and submitted Incomplete Response
2)	**DELTA SPECIALTIES SUPPLY, Edinburg, Tx**	√
3)		
4)		
5)		
6)		

REQUIREMENTS AGREEMENT

C-15-117-08-18

THIS AGREEMENT (the "Agreement") is entered into as of the **18th** day of **August, 2015** by and between Martin & Margarita Pena DBA **Delta Specialties, Signs, & Supply** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "Traffic Road Signs & Miscellaneous Equipment," as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "Traffic Road Signs & Miscellaneous Equipment," in the areas of Hidalgo County projects for a period of one (1) year commencing August 4, 2015 and ending August 3, 2016 and may be extended at County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B" attached hereto and incorporated herein for all purposes".. Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. **County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.**

5. **General Provisions.**

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

b. **No Waiver**. No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attn: County Judge
100 E. Cano
Edinburg, TX. 78539

If to Seller: Delta Specialty Signs & Supply
10205 E. Hwy 107
Edinburg, Texas 78542

_____

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.

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

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

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

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

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

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

l. **Insurance**. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverage and in the amounts described on Exhibit C attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

m. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, Agrees to abide by the following ethical standards of Buyer:

(i) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity

or organization, a gratuity or an 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 advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(ii) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

Exhibit "A"

Request

For

Bid

(RFB)

Procurement

Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 12, 2015

RE: ADDENDUM NO. 1
FOR RFB No: 2015-117-05-20-HGO- *"Traffic Road Signs and Other Related Miscellaneous Equipment"*

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with ***"Hidalgo County*-**Request for Sealed Bids for-***"Traffic Road Signs and Other Related Miscellaneous Equipment".*

All Addendums must be included in the bid packet to insure each bidder is submitting a complete packet. See original procurement packet LEGAL NOTICE page 3 paragraph 9.

PLEASE ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice via e-mail to heidi.ortiz@co.hidalgo.tx.us

If you do not receive all the pages of **ADDENDUM NO. 1** please notify us immediately at (956)318-2626.

Please be advised that **ADDENDUM NO. 1** will complete your procurement packet for ***"Traffic Road Signs and Other Related Miscellaneous Equipment".***

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm's Name

MLS/hgo
Enclosures

ADDENDUM NO. 1
May 12, 2015

"Hidalgo County-Traffic Road Signs and Other Related Miscellaneous Equipment"

RFB NO. 2015-117-05-20-HGO

PLEASE NOTE THE FOLLOWING **CHANGE:**

EXHIBIT "B" BID PAGE SCHOOL SIGNS: (page 8 of 18)

Description of Items #7 When Flashing (white back, black text) sizes should be changed to:

24x10
36x18
48x24

Description of Items #8 School Speed Limit Sign W/When Flashing sizes should be changed to:

24x48
36x72
48x96

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, May 12, 2015 for RFB NO.: 2015-117-05-20-HGO - ***"Hidalgo County-Traffic Road Signs and Other Related Miscellaneous Equipment".***

_____ _____

Print VENDOR's Name Date

_____

Authorized Signature

***NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE .**

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

April 28, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (All Funding Sources)**
Request for Bids - **"Traffic Road Signs and Other Related Miscellaneous Equipment"**
Bid No: 2015-117-05-20-HGO

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/hgo
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY (All Funding Sources)
"Traffic Road Signs and Other Related Miscellaneous Equipment"
Bid No: 2015-117-05-20-HGO

Table of Contents

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit "A" Specifications	4
4.	Exhibit "B" Bid Page	18
5.	Exhibit "C" Insurance Requirements	4
6.	Exhibit "D" CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	4

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to **heidi.ortiz@co.hidalgo.tx.us**, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

April 28, 2015
Date

BID: 2015-117-05-20-HGO	Buyer: Heidi Garcia Ortiz	Tel. No: (956) 318-2626 Ext. 4877

REQUEST FOR BIDS

HIDALGO COUNTY

(ALL FUNDING SOURCES)

"Traffic Road Signs and Other Related Miscellaneous Equipment"

RFB: 2015-117-05-20-HGO

BID OPENING DATE: May 20, 2015 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources) TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2015-117-05-20-HGO - HIDALGO COUNTY(All Funding Sources)-"TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, May 20, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2015-117-05-20-HGO.**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any

necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY(All Funding Sources) "TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**May 20 , 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all

subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or

purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources)
"TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2015-117-05-20-HGO

SCOPE:

The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the re-facing of existing traffic-road signs, accessories and related supplies. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

SPECIFICATIONS/REQUIREMENTS:

a) Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

b) All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

c) White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

d) Reflective sheeting on signs, barricades will be either single faced (S/F) or double faced (D/F) and frames on one or two sides.

e) All other related supplies must comply with all applicable Texas Department of Transportation and Federal Highway standards.

f) All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

g) Type, dimension and color of signs (new and re-faced), accessories and supplies required are listed in **EXHIBIT "B". BID Prices will be on a unit price basis.**

h) Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

i) Vendor must provide an estimated delivery time for (standard) In-Stock Items and (non- standard) Not- In-Stock items.

TERMS CONDITIONS:

1) Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation whenever it is in the County's best interest to do so.

2) Hidalgo County reserves the right to award to one (1) or to multiple vendors, if the County determines it is in its best interest to do so.

3) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

4) Term of contract is for a one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates, terms, and conditions.

5) County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

6) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

7) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

8) Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

9) Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

10) Due to the nature of the user departments, ***vendor(s)*** must be located within the RIO GRANDE VALLEY, Texas and ***will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order.***

11) Vendor(s) must inform user department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the "Secondary Vendor". Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

12) **INFORMATION TO BIDDERS:**
Vendor(s) will bid on the fabrication of new as well as the re-facing of existing signs as described in detail on **EXHIBIT "B"-BID PAGE** and contained in this bid packet.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Further information required for this project can be addressed to, Heidi Ortiz, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and Clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: heidi.ortiz@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, May 13, 2015 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, FRIDAY, May 15, 2015 by 5:00 P.M.

EXHIBIT- "B"

Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2015-117-05-20-HGO

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards. Legends on signs will be on one or two sides; reflective grade will vary by dept. **Bid Prices- are on a unit price basis.**

REGULARTORY SIGNS-(NIGP Code: 801-40)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	STOP SIGN	R1-1	24x24						
			30x30						
			36x36						
			48x48						
2.	YIELD SIGN	R1-2	30x30x30						
			36x36x36						
			48x48x48						
3.	TO ONCOMING TRAFFIC	R1-2ap	24x18						
			36x30						
			48x36						
4.	TO RAMP	R1-2bTP	21x15						
			30x24						
5.	TO TRAIN	R1-2cTP	21x15						
			30x24						
6.	ALL WAY	R1-3P	18x6						
7.	YIELD HERE TO PEDESTRIANS (Symbol)	R1-5L(R)	36x36						
8.	YIELD HERE TO PEDESTRIANS (Text)	R1-5aL(R)	18x24						
			30x42						
			36x48						
9.	SPEED LIMIT	R2-1	18x24						
			24x30						
			30x36						
			36x48						
			48x60						
10.	NO RIGHT TURN (SYMBOL)	R3-1	24x24						
			36x36						
			48x48						
11.	NO LEFT TURN (SYMBOL)	R3-2	24x24						
			48x48						
12.	NO TURNS	R3-3	24x24						
			36x36						
13.	DO NOT PASS	R4-1	18X24						
14.	SLOWER TRAFFIC KEEP RIGHT	R4-3	24X30						
15.	TRAFFIC KEEP RIGHT ARROW (Symbol)	R4-7	18x24						
			24x.30						
16.	TRAFFIC KEEP LEFT (Symbol)	R4-8	18x24						
			24x30						
17.	DO NOT ENTER	R5-1	30x30						

			36x36							
			48x48							
18.	WRONG WAY- (Red Back, White Text)	R5-1a	30x18							
			36x24							
			42x30							
			48x36							
19.	NO TRUCKS	R5-2	24x24							
			30x30							
			24x24							
			30x30							
20.	ONE WAY (LEFT OR RIGHT)	R6-1R(L)	36x12							
			54x18							
21.	ONE WAY (left or right) w/ arrow	R6-2R(L)	18x24							
			24x30							
			30x36							
			36x48							
			48x60							
22.	DIVIDED HIGHWAY	R6-3	30x24							
			36x30							
23.	NO PARKING ANY TIME W/ ARROW	R7-1L (R,DBL)	12x18							
24.	NO PARKING 8:30AM TO 5:30PM W/ ARROW	R7-2aL (R,DBL)	12X18							
25.	HANDICAP PARKING	R7-8	12x18							
26.	HANDICAP PARKING W/ ARROW (R,L,DBL)(green/white)	R7-8P	12x18							
27.	NO PARKING BUS STOP W/ ARROW	R7-107R (L,DBL)	12x18							
			12x30							
28.	NO PARKING BUS STOP SYMBOLS	R7-107AR (L,DBL)	12x30							
29.	NO PARKING ON PAVEMENT (OR VARIATION)	R8-1	***							
30.	NO PARKING	R8-3a	18x24							
			24x30							
31.	NO PARKING (SYMBOL)	R8-3	36x36							
32.	EMERGENCY PARKING ONLY	R8-4	30x24							
33.	DO NOT STOP ON TRACKS	R8-8	30x24							
34.	NO PEDESTRIAN CROSSING (variations)	R9-3a	12x18							
35.	NO PEDESTRIAN CROSSING SYMBOL (VARIATIONS)	R9-3	18x18							
			24x24							
36.	CROSSWALK SIGNS (variations)	R10-1	12x18							
37.	PUSH BUTTON FOR CROSSWALK W/ ARROW	R10-4bR(L)	9x12							
38.	LEFT ON GREEN ARROW ONLY	R10-5L(R)	18x24							
39.	STOP HERE ON RED W/ ARROW	R10-6	24x36							
40.	DO NOT BLOCK INTERSECTION	R10-7	24x30							
41.	PROTECTED LEFT ON GREEN ARROW	R10-9T	18x12							
			36x24							
42.	Left Or Right Turn Signal	R10-10L(R)	30x36							
43.	No Turn On Red	R10-11	24x30							
44.	Left Turn Yield On Green	R10-12	24x30							

45.	Road Closed	R11-2	48x30							
46.	Bridge Closed	R11-2aT	48x30							
47.	Road Closed to Thru Traffic	R11-4	60x30							
48.	Weight Limit Xx Tons	R12-1	24x30							
49.	2 Hr Parking W/ Time (Or Variation)	R7-18 (DBL,R, L)	12x18							
50.	No Dumping Allowed	R19-5T	24x30							
51.	Tow Away Zone (Text Or Symbol)	R7-201aP	12x6							
52.	Street Name Signs (legend to be on both sides)		6x18							
			6x24							
			6x30							
			6x36							
			12X6							
			12X9							
			18x6							
			18x9							
			24x6							
			24x9							
			30x6							
			30x9							
			36x6							
			36x9							
			48x9							

WARNING SIGNS (NIGP Code: 801-83)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	DELINEATOR (Left Or Right)	H1-1L(R)	12x36						
2.	CAUTION DEAF CHILD AT PLAY (yellow back, black text)	N-8	18x24						
3.	SLOW (yellow back, black text)	N-11	24x24						
			30x30						
			36x36						
4.	DEAF CHILD AREA - (yellow back, black text)	N-12	30x30						
5.	CAUTION	N-17	18x24						
			30x30						
			36x36						
6.	NEIGHBORHOOD WATCH	CW-G-120RA5	18x24						
			24x30						
7.	CURVE SYMBOL-(sharp right or left)	W1-1R(L)	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
8.	CURVE SYMBOL- (left or right)	W1-2R(L)	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
9.	CURVE SYMBOL -(sharp left, sharp right)	W1-3R (L)	18x18						
			24x24						
			30x30						
			36x36						

			48x48							
10.	ARROW SYMBOL –(left or right)	W1-6R(L)	24x12							
			36x18							
			48x24							
			60x30							
11.	DOUBLE ARROW SYMBOL	W1-7	24x12							
			36x18							
			48x24							
			60x30							
12.	CHEVRON –(left or right)	W1-8R (L)	12x18							
			18x24							
			24x30							
			30x36							
			36x48							
13.	CROSSROAD Symbol	W2-1	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
14.	T-INTERSECTION SYMBOL– (left or right)	W2-2 R (L)	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
15.	T- symbol	W2-4	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
16.	Y- symbol	W2-5	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
17.	STOP AHEAD -symbol	W3-1	18x18							
			30x30							
			36x36							
			48x48							
18.	YIELD AHEAD symbol	W3-2	18x18							
			30x30							
			36x36							
			48x48							
19.	STOP SIGNAL AHEAD-symbol	W3-3	18x18							
			30x30							
			36x36							
			48x48							
20.	MERGE RIGHT or LEFT symbol	W4-1R(L)	30x30							
			36x36							
			48x48							
21.	LANE ENDS RIGHT OR LEFT	W4-2R(L)	30x30							
			36x36							

			48x48							
22.	ROAD NARROWS	W5-1	30x30							
			36x36							
			48x48							
23.	NARROW BRIDGE	W5-2	18x18							
			30x30							
			36x36							
			48x48							
24.	MEDIAN SYMBOL	W6-1	36x36							
			48x48							
25.	TWO WAY TRAFFIC	W6-3	36x36							
			48x48							
26.	BUMP	W8-1	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
27.	DIP	W8-2	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
28.	PAVEMENTS ENDS	W8-3	18x18							
			30x30							
			36x36							
			48x48							
29.	TRUCK CROSSING (text)	W8-6	24x24							
			30x30							
			36x36							
			48x48							
30.	Watch for ICE on Bridge	W8-18aT (folding sign)	36x36							
			48x48							
31.	Slow Children	W9-11	18x24							
32.	Slow Children at Play	W9-12	18x24							
33.	Watch Children	W9-13	24x24							
			30x30							
			36x36							
34.	Railroad Crossing (symbol)	W10-1	30x30							
			36x30							
35.	Pedestrian Crossing (symbol)	W11-2	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
36.	Handicap -symbol-yellow back, black diamond.	W11-9	30x30							
			36x36							
			48x48							
37.	TRUCK CROSSING (symbol)	W11-10L(R)	24x24							
			30x30							
			36x6							
			48x48							

38.	HEIGHT symbol- (yellow back, black text. Diamond)	W12-2	18x18						
			30x30						
			36x36						
			48x48						
39.	LOW CLEARANCE- yellow back, black text	W12-2TP	24x18						
40.	35 MPH	W13-1P	18x18						
			24x24						
			30x30						
41.	DEAD END	W14-1	24x24						
			30x30						
			36x36						
			48x48						
42.	NO OUTLET	W14-2	24x24						
			30x30						
			36x36						
			48x48						
43.	DEAD END	W14-1aR (L)	24x6						
			36x8						
44.	AHEAD	W16-9P	24x12						
			30x18						
			36x24						
45.	BRIDGE OUT–(080 aluminum.- yellow back, black text. diamond.)	W42-3	24x24						
			30x30						

CONSTRUCTION SIGNS (NIGP Code: 801-40)

Description of Items		TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	DETOUR	M4-8	12x6						
			24x12						
			30x15						
2.	END	M4-8b	24x12						
			30x15						
3.	DETOUR- text & symbol, right, up arrow	M4-9R(L)	30x24						
			48x36						
			60x48						
		M4-9S	30x24						
			48x36						
			60x48						
4.	BUMP	CW8-1	30x30						
			36x36						
			48x48						
5.	DIP	CW8-2	30x30						
			36x36						
			48x48						
6.	PAVEMENT ENDS	CW8-3	30x30						
			36x36						
			48x48						
7.	WATCH FOR ICE ON BRIDGE	CW8-18aT	36x36						
			48x48						
8.	ARROW (pointing down)	CW12-1	30x30						
			36x36						

			48x48							
9.	LOW CLEARANCE	CW12-2TP	24x18							
10.	DEAD END	CW14-1	30x30							
			36x36							
11.	ARROW SIGN (pointing down)	CW16-7PL (R)	21x15							
			24x12							
			30x18							
12.	ROAD WORK AHEAD	CW20-1D	30x30							
			36x36							
			48x48							
			60x60							
13.	ROAD CLOSED AHEAD	CW20-3D	30x30							
			36x36							
			48x48							
14.	FLAGGER AHEAD	CW20-7Ad	30x30							
			36x36							
			48x48							
15.	WORKERS symbol	CW21-1aT	24x24							
			30x30							
			36x36							
			48x48							
16.	WORKERS AHEAD (text)	CW21-1bT	30x30							
			36x36							
			48x48							
17.	FRESH OIL & FRESH TAR	CW21-2	30x30							
			36x36							
			48x48							
18.	ROAD MACHINERY AHEAD	CW21-3D	30x30							
			36x36							
			48x48							
19.	Obey Warning Signs State Law	R20-3T	48x42							
20.	Traffic Fines Double (Plaque, White Back, Black Text)...	R20-5T	24x30							
	When Workers Are Present	R20-5ATP	36x18							
21.	Hand Paddles & Handles	Stop/Stop Paddle w/6 in. handle	24x12							
			36x18							
			48x48							
22.	Hand Paddles & Handles	Stop/Slow Paddle w/6 in. handle	18"							
			24"							
		Stop/Slow Paddle w/6 in. handle Stop/Stop Paddle w/ handle 60in PVC pole Staff	18"							
			24							
23.	ROLL-UP VINYL SIGNS-legends needed for rollup signs (including rib w/orange back ground) will be as follows but not limited to (i.e. road construction ahead, mowers ahead, right lane closed ahead,	Stop/Slow Paddle w/ handle 60in PVC pole Staff	18"							
			24"							
		Stop/Slow Paddle w/ handle 60in PVC pole Staff 36x36	18"							
			24"							

	men working ahead, right & left land closed ahead, end road work, flagman, fresh oil, liter pickup, merge left or right, ramp closed, be prepared to stop, stop sign)								
24.	ROLL-UPS:Corner Pocket-Corner Pocket (Plastic)	48x48	Non	Ref					
		48x48	Non	Ref					
25.	ROLL-UPS:Flag Holder System-Flag Holder System								
26.	ROLL-UPS:Left Overlay-Left Velcro Overlay								
27.	ROLL-UPS:OVERLAYS- Overlay for Roll-Up signs								
28.	Complete Set Roll-Up Sign with Universal Stand Non- reflective.		SIZE						
29.			48" x 48"			PRICE			
			48" x 48"						

SCHOOL SIGNS (NIGP Code: 801-83)

	Description of Items	School Crossing Advance Symbol - Pedestrians walking (green fluorescent back, black)	S1-1	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	School Bus Stop Ahead-symbol (green fluorescent back, black)	S3-1	30x30						
			36x36						
			48x48						
2.	School Bus Stop Ahead (green fluorescent back, black text)	S3-1T	30x30						
			36x36						
			48x48						
3.	School Bus Turn Ahead (green fluorescent back, black text)	S3-2	30x30						
			36x36						
			48x48						
4.	7:30-8:30AM 2:30-3:30PM (white back, black text)	S4-1P	30x30						
			36x36						
			48x48						
5.	When Children are Present (white back, black text)	S4-2P	24x10						
			36x18						
			48x24						
6.	School (green fluorescent back, black text)	S4-3P	24x10						
			36x18						
			48x24						
7.	When Flashing (white back, black text)	S4-4P	24x8						
			36x12						
			48x16						
8.	School Speed Limit Sign W/When Flashing	S5-1	24x10						
			36x18						
			48x24						

9.	End School Zone	S5-2	24x48							
			36x72							
			48x96							
10.	End School Zone	S5-2aTP	24x30							
			36x48							
11.	Cell Phone Use Prohibited up to $200 Fine	S7-1T	24x10							
12.	500 FEET	SW16-2P	24x18							
			36x18							
			48x36							
13.	ARROW(pointing down)	SW16-7PL(R)	24x18							
			30x24							
14.	AHEAD	SW16-9P	21x15							
			24x12							
			30x18							
15.	YIELD TO PEDESTRIANS green fluorescent back, black & red text	R1-6	24x12							
			30x18							
			36x24							
16.	Bicycle Symbol	W11-1	12x36							
17.			18x18							
			24x24							
			30x30							
			36x36							
			48x48							

OBJECT MARKERS

Description of Items		OBJECT MARKERS YELLOW - Object Marker W/ 9 Yellow Reflectors	OM1-1	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	OBJECT MARKERS: YELLOW - Object Marker W/ 3 Yellow Reflectors	OM2-1V	18x18						
2.	OBJECT MARKERS: EGP - Bridge Marker (Yellow/Black Stripes)Left Or Right	OM-3R(L)	12x6						
3.	OBJECT MARKERS: EGP - Bridge Marker (yellow/black chevrons) center	OM-3C	36x12						
4.	OBJECT MARKERS: RED – End of Roadway Marker-Barricade Markers W/ 9 Red Reflectors	OM4-1	36x12						
5.	OBJECT MARKERS: RED – End of Roadway Marker- Black W/ 9 Red Reflectors	OM4-2	18x18						
6.	VERTICAL PANELS	12x24	18x18						
7.			12x36						
			8x24						
			18x24						
			18x24						

SPECIALTY SIGNS .080 ALUMINUM (NIGP Code: 801-40)

Description of Items		Specialty Signs	S/F	Category-A New Signs			Category- B Re-Facing of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Specialty Signs	D/F	2"x16"						
		S/F	2"x16"						
2.	Specialty Signs	D/F	4'x8'						
		S/F	4'x8'						
3.	Specialty Signs	D/F	5"x5"						
		S/F	5"x5"						
4.	Specialty Signs	D/F	6"x12"						
		S/F	6"x12"						
5.	Specialty Signs	D/F	9"x30"						
		S/F	9"x30"						
6.	Specialty Signs	D/F	12' X 3'						
		S/F	12' X 3'						
7.	Specialty Signs	D/F	12"x 9"						
		S/F	12"x 9"						
8.	Specialty Signs	D/F	12"x18"						
		S/F	12"x18"						
9.	Specialty Signs	D/F	12"x 24"						
		S/F	12"x 24"						
10.	Specialty Signs	D/F	18"x12"						
		S/F	18"x12"						
11.	Specialty Signs	D/F	18"x 18"						
		S/F	18"x 18"						
12.	Specialty Signs	D/F	18"x24"						
		S/F	18"x24"						
13.	Specialty Signs	D/F	18"x 30"						
		S/F	18"x 30"						
14.	Specialty Signs	D/F	18"x 6"						
		S/F	18"x 6"						
15.	Specialty Signs	D/F	18"x 9"						
		S/F	18"x 9"						
16.	Specialty Signs	D/F	24"x12"						
		S/F	24"x12"						
17.	Specialty Signs	D/F	24"x18"						
		S/F	24"x18"						
18.	Specialty Signs	D/F	24"x24"						
		S/F	24"x24"						
19.	Specialty Signs	D/F	24"x30"						
		S/F	24"x30"						
20.	Specialty Signs	D/F	24"x36"						
		S/F	24"x36"						
21.	Specialty Signs	D/F	30"x30"						
		S/F	30"x30"						
22.	Specialty Signs	D/F	30"x24"						
		S/F	30"x24"						
23.	Specialty Signs	D/F	36"x12"						
		S/F	36"x12"						
24.	Specialty Signs	D/F	36"x36"						
		S/F	36"x36"						
25.	Specialty Signs	D/F	48"x48"						
		S/F	48"x48"						

26.	Specialty Signs	D/F	48"x72"							
		S/F	48"x72"							
27.	Specialty Signs	D/F	48"x96"							
		S/F	48"x96"							
28.	Specialty Signs	D/F	60"x48"							
		S/F	60"x48"							
29.	Specialty Signs	D/F	72"x36"							
		S/F	72"x36"							
30.	Specialty Signs	D/F	72"x48"							
		S/F	72"x48"							
31.	Specialty Signs	D/F	96"x36"							
		S/F	96"x36"							
32.	Project signs-Plywood	D/F	96"x48"							
		S/F	96"x48"							
33.		D/F	4"x8"							

BLANK SIGNS (NIGP Code: 801-09)

	Description of Items	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Blank sign	6x12						
2.	Blank sign	6x18						
3.	Blank sign	6x24						
4.	Blank sign	6x30						
5.	Blank sign	6x36						
6.	Blank sign	6x48						
7.	Blank sign	9x12						
8.	Blank sign	9x18						
9.	Blank sign	9x24						
10.	Blank sign	9x30						
11.	Blank sign	9x36						
12.	Blank sign	9x48						
13.	Blank sign	18x12						
14.	Blank sign	18x18						
15.	Blank sign	18x24						
16.	Blank sign	21x15						
17.	Blank sign	24x18						
18.	Blank sign	24x24						
19.	Blank sign	24x30						
20.	Blank sign	24x36						
21.	Blank sign	30x30						
22.	Blank sign	30x36						
23.	Blank sign	36x12						
24.	Blank sign	36x36						
25.	Blank sign	36x48						
26.	Blank sign	48x9						

27.	Blank sign	48x24						
28.	Blank sign	48x48						
29.	Blank sign	48x96						
30.	Blank sign	60x24						
31.	ADA Men Restroom Sign W/Symbol	9x6						
32.	ADA Unisex Restroom Sign W/Symbol	9x6						
33.	ADA Women Restroom Signs W/Symbol	9x6						

SHOP and OFFICE SIGNS (Facility) (NIGP Code: 255-30)

	Description Of Items	Sizes	Price
1.	Lettering on Door Glass (Including installation, County seal, names, suite & phone number)	Std. 30"	
2.	Decals	11 ½" x16"	
3.	Municipal Emblems (pressure sensitive)		
4.	Door Graphics- Non-Reflective Installation included…	30" x 24"	

VEHICLE LETTERING(NIGP Code: 225-26)

1.	VEHICLE LETTERING: Vehicle Lettering 2-Door Lettering 2-Door, Non-Reflective, Including Installation	24" x 18"	
2.	VEHICLE LETTERING: Vehicle Lettering Tailgate- Non-Reflective, Including Installation	48" x 12	

PAVEMENT MARKERS (NIGP Code: 550-08)

	Description of Items	Sizes	Price
1.	Pavement Markers 2- Way without Adhesive.	4"x4"	
2.	Pavement Markers 1-Way With Adhesive	4"x4"	
3.	Pavement Markers 2- Way With Adhesive	4"x4"	
4.	Ceramic Pavement Marker without Adhesive. White or Yellow	4"	
5.	Plastic Pavement Buttons without Adhesive. White.	4"	
6.	Plastic Pavement Marker without Adhesive. Yellow	4"	
7.	Butyl Pads (Adhesive for Pavement Markers)	4"x4"	
8.	Ceramic Button without Reflector White or Yellow.	6"x6"	
9.	Qwik Stix Adhesive Bar		
10.	Rumble Strip w/o Adhesive- yellow	4"x24"	
11.	Jiggle Bars	6'x6'	

POSTS-BRACKETS-HARDWARE (NIGP Code: 801-30)

	Description Of Items	Sizes	Price
1.	POSTS: Post Galv. G90	8'	
		10'	
		12'	
2.	POSTS: Poz-Loc (Includes Post, Socket & Wedge)	10'	
3.	POSTS: Slipbase Assembly System	10'	
4.	POSTS: Sq.Tubing	10' x 1½"	
		2"x2"x12'	
5.	POSTS: 10'x3" 10BWG. Gal. 2.7/8" Dia.	10'	
6.	POSTS: Galv. U-Channel	12'	
		8'	
		10'	
		6'	
7.	POSTS: Green U-Channel ribbed	10'	

		12'	
8.	POSTS: Poz-Loc System	12'	
9.	POSTS: Slipbase 10BWG TX DOT	12'	
10.	POSTS: Post ONLY 10BWG	12'x3"	
11.	POSTS: Wood Posts Painted White	4"x4"x10'	
12.	POSTS: Wood Post	4"x4"x12'	
13.	POSTS: Galv. Delineator Post	6'	
14.	POSTS: Green Delineator Post	6'	
15.	POSTS: Green U-Channel	8'	
16.	POSTS- Poz-Loc Post	8'	
17.	POSTS: Casting (Top part of Base for Slipbase Assembly) With Bolts & Keeper Plate		
18.	POSTS: Flange Base	2-3/8"	
19.	POSTS: Keeper Plate only (no hardware)		
20.	POSTS: Pozloc Wedge-Poz-Loc Wedge G210		
21.	POSTS: Socket & Wedge for Poz-Loc		
22.	POSTS: Socket 27" for Poz-Loc	27"	
23.	POSTS: Splice connector		
24.	POSTS: Ground Stub for Slip Base Assembly	3"x36"	
25.	POSTS: Wood Post 6' x 8" Dia. Dome -Top Wood Post, Dome Top Posts 8" Diameter	6'-3"	
26.	POSTS:VALVE MARKERS		
27.	Stub Post & Hardware		
28.	POST DRIVER- (manual)		
29.	BRACKET: Dome Cap	2" 3"	
30.	BRACKET: Back to Back Bracket	2"	
31.	BRACKET: Cross Bracket	5½" 12"	
32.	BRACKET: Post Round SIGN Bracket	2" 3"	
33.	BRACKET: Post Cap U-Channel		
34.	BRACKET: U Bolt Clamp	2" 3"	
35.	BRACKET: Post Cap 6" blade	3" x 5½" 2"x 5½"	
36.	BRACKET: Post Cap- 9" blade	2"x12" 3"x12"	
37.	BRACKET: Post Cap- flat	1- ¾ sq. post	
38.	BRACKET: Wing Bracket (all sign plate)	12" 18" 24	
39.	BRACKET: Wing Bracket (cantilever bracket)	16" 24"	
40.	BRACKET: Mast arm buckle bracket	16	
41.	LOCKNUTS		
42.	ANTI-THEFT BOLTS	5/16 x 2 ¼ 5/16 x 1-3/4	
43.	ANTI-THEFT NUTS	5/16	
44.	BOLTS	5/16 x 2½ x 3	
45.	BOLTS	¼ x 2"	
46.	SCREWS FOR Brackets (blade holders)	¼"	

47.	ALLEN WRENCH TOOL	5"	
		12"	

DELINEATOR (NIGP Code: 550-08)

	Description of Items	Sizes	Price
1.	Delineator: Surface Mount Delineators including Epoxy	36"	
		48"	
2.	Delineator: Flexible Delineator, Orange or Yellow with 2 HIP Stripes & Butyl Pad	60"	
3.	Delineator: Flex Marker White Post w/ White or Yellow Reflector Stripe	66"	
4.	Delineator: Flex Delin. w/ stripe	72"	
5.	Guardrail Delineator-Steel 1-Way Yellow Guardrail Delineator..Bolt-On		

BARRICADE PANEL (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	10'	
2.	BARRICADE PANEL: Wood Panels, EG, SS: END OF ROAD (Red/White)	12'	
3.	BARRICADE PANEL: Plastic Barricade Panel DS HIP Orange and White	8'	
4.	BARRICADE PANEL: Plastic Barricade Panel, HIP, SS: Orange/White	8'	
5.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	8'	

BARRICADES (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	10'	
2.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	12'	
3.	BARRICADES: Type III Barricade End of Road- Wood EG S/S Red & White	8'	
4.	BARRICADES: Type I Plastic A-FRAME Barricade w/1 Panel & 2-Legs	8'	
5.	BARRICADES: Type III Plastic Break-Away Barricade, D/S Orange & White H/I	8'	
6.	BARRICADES: Type III Plastic Break-Away Barricade, S/S Orange & White H/I	8'	
7.	BARRICADES: Marker-	24"x 24"	
8.	BARRICADES: Temporary Barrier Fence Orange Temporary Mesh Barrier Fence	4'x100'	
9.	Quick Fence Safety System		

BARRICADE TAPES (NIGP Code: 550-72)

	Description Of Items	Sizes	Price
1.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (engineer grade)	
2.	BARRICADE TAPES: Barricade Tape Orange or White LEFT or RIGHT	8" x 50 Yd. (high intensity)	
3.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (high intensity)	

BARRELS (NIGP Code: 550-42)

	Description Of Items	Sizes	Price
1.	Barrel Tape- White Engineering Grade	4" x 50 yds	
		6" x 50 yds.	
2.	BARRELS: Barrel w Tire Ring Base		
3.	BARRELS: Tire Rings		
4.	BARRELS: VERTICAL PANELS Vertical Panels w/ H/I sheeting & 20 lb. base		

CONES (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	CONES: Cone Slim	18"	
2.	CONES: Cone w/ Collar	18"	
3.	CONES: Cone Slim	28"	
4.	CONES: Cone w/ Collar	28"	
5.	CONES: Reflective Collar	4"	
6.	CONES: Reflective Collar	6"	
7.	CONES: Channelizer for Caution Tape with Reflective Collars	42"	
8.	CONES: CONE SIGNS Snap on Cone Sign w/ wording.	12"x13"	

FLAGS

	Description Of Items	Sizes	Price
1.	FLAGS: Safety Flag with Stay	18" x 18"	
2.	FLAGS: Safety Flag with Stay	24x24	

MARKING TAPE (NIGP Code: 550-72)

	Description Of Items	Sizes	Price
1.	MARKING TAPE Conspicuity Tape - D/G. Red, Yellow or White.	3"x50 yds	
2.	MARKING TAPE: Barrier Tape	3"x1000'	
3.	MARKING TAPE: Caution Tape 3MIL	3"x1000'	
4.	MARKING TAPE: Conspicuity D/G. Red, Yellow or White.	2"x50 yds	
5.	MARKING TAPE: Conspicuity Tape D/G, Solid Red.	4"	
6.	MARKING TAPE: Conspicuity Tape D/G, red & white	2'x50 yds	
7.	MARKING TAPE: Conspicuity Strips D/G	2"x 18"	
8.	MARKING TAPE: Crosswalk Pavement Marking	12'x25yds.	

9.	MARKING TAPE: Fire Line -Do Not Cross.	3"x1000'	

REFLECTIVE TAPES (NIGP Code: 345-79)

1.	REFLECTIVE TAPE-General Purpose tape- Red, White , Yellow rolls	1"x 30" yd	
		2"X 30" yd	
		3"x 30" yd	

REFLECTORS (NIGP Code: 055-76)

	Description Of Items	Sizes	Price
1.	REFLECTORS: Block of Bituminous Marker Adhesive	100 lb	
2.	REFLECTORS: Barrier Reflector with 4" Single Side HIP Sheeting.	14"	
3.	REFLECTORS: D/S Concrete Barrier Markers..Yellow or White w/ 3"x4" HIP	16"	
4.	REFLECTORS: White S/S 3"x4" HIP Sheeting 16" S/S Concrete Barrier Marker	16"	
5.	REFLECTORS: .080 Reflector D-9-S Aluminum Delineator Reflectors. DG Yellow, White or Red.	4" x 4"	
6.	REFLECTORS: Plastic Pavement Marker Yellow Button Round	3"	
7.	REFLECTORS: Reflectors Round Plastic	3"	
8.	REFLECTORS: Rectangular Type A & C	3"x8"	

SPEED BUMP (NIGP Code: 550-79)

	Description Of Items	Sizes	Price
1.	SPEED BUMP: Speed Bumps with all hardware	10'	
		12"	
2.	SPEED BUMP: Black & Yellow Speed Bumps	6'	
3.	SPEED BUMP: Car Stops Yellow & Blk Recycled Rubber w/12" Spikes for Asphalt or Gravel	6'	
4.	SPEED BUMP- Cement Car Stop, (unpainted) with 12" Spikes for Asphalt or Cement.	6"	
5.	SPEED BUMP: Speed Bump Plastic	6'	
		9'	
6.	SPEED BUMP: Speed Bump Spikes	12" x 1/2"	

STANDS (NIGP Code: 801-12)

	Description Of Items	Sizes	Price
1.	STANDS: Big Buster Stand		
2.	STANDS: Little Buster portable stand		
3.	STANDS: Portable Stop 7' Stand Portable Stop Stand with a 7' Plastic X-Tube Upright, Yeti Rubber Foot with 4" Riser Stub, 24" HIP Stop Sign.		
4.	STANDS: Universal		
5.	STANDS: Zephyr Stand		
6.	FRAMES: Tripod for Construction Signs with Flag Holders	36"	
		48"	

PAVEMENT MARKING STENCIL (NIGP Code: 962-53)

	Description Of Items	Size	Letters	Stencil
1.	STENCIL: STOP (LETTERING) in Duro	36"		
		48"		
2.	STENCIL: Brass Interlocking Stencils	4"		
3.	STENCIL: Fire Lane Stencil	4"		
4.	STENCIL: No Parking Stencil	4"		
5.	STENCIL: Number Kit Maxi	4"		
6.	STENCIL: Wording kit	4"		
7.	STENCIL: Arrow - Duro	42"		
8.	STENCIL: Arrow - Max	42"		
9.	STENCIL: Arrow Kit, Standard Arrow Kit...One (1) arrow UP, One (1) Arrow Curved Tail	42"		
10.	STENCIL: Handicap Symbol Maxi	72"x63"		
		48x48		
11.	STENCIL: Fire Lane No Parking Duro Stencil	4"		

12.	STENCIL: Fire Lane No Parking Maxi Stencil	4"		

MISC.

	Description Of Items	Sizes	Price
1.	Clear Overlay - Stops-Graffiti Proof Overlay	24"	
		30"	
2.	Epoxy (Kit, pads, sticks)	1 gallon	
		5 gallon	
		4x4 pads	
		quick sticks	
3.	Slow Moving placard triangle .040 aluminum		
4.	Slow Moving decal triangle		
5.	Fence Sign Holder-Link Fence Sign Holder		
6.	Warning Triangles (Set of 3)	16"	
7.	Mast Arm Buckle Bracket	16"	
8.	Transfer Tape	1"	
		2"	
		4"	
		6"	
		8"	
		10"	
		12"	
		13"	
		14"	
		15"	
		16"	
		18"	
9.	TXDOT Placard (OSHA) DECALS	10" x 10"	
10.	TXDOT Placard (OSHA) .040 ALUMINUM	10" x 10"	

- **Estimated Delivery Time for Standard (In-Stock) signs: _____**

- **Estimated Delivery Time for Non-Standard (Not-In Stock)**

Small orders: _____ **Large orders: _____**

OTHER MISCELLANEOUS LIST

ON ALL ROAD SIGNS, POSTS & MISC. SUPPLIES NOT LISTED –HIDALGO COUNTY WILL RECEIVE _____% OFF Bidders catalog list prices.

All Applicable Catalogs with list prices must accompany any bids submitted

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ 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)	$
					PER & 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 LIABILIT .**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____ possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the
Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address:	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)

Federal Identification No. or (if individual) SS No. :

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt
- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:_____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: ☑ Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

Exhibit "B"

Request

For

Bid

Bid Page

BID TABULATION

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2015-117-05-20-HGO

VENDOR: DELTA SPECIALTIES SUPPLY

REGULARTORY SIGNS-(NIGP Code: 801-40)

	Description of Items	TxDot Code	Sizes	Category-A New Signs Delta Specialties Supply			Category- B Re-Facing Of Signs Delta Specialties Supply		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	STOP SIGN	R1-1	24x24	17.85	21.70	35.45	12.50	15.19	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
2.	YIELD SIGN	R1-2	30x30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36x36	46.30	54.25	82.93	32.41	37.97	58.07
			48x48x48	97.60	112.15	167.00	68.32	78.51	116.90
3.	TO ONCOMING TRAFFIC	R1-2ap	24x18	13.95	16.75	27.00	9.77	11.73	18.90
			36x30	38.65	45.25	70.75	27.06	31.68	49.53
			48x36	61.38	71.99	110.25	49.88	58.23	87.15
4.	TO RAMP	R1-2bTP	21x15	10.50	12.95	20.85	7.41	9.07	14.60
			30x24	22.35	27.10	44.25	15.65	18.97	30.98
5.	TO TRAIN	R1-2cTP	21x15	10.50	12.95	20.85	7.41	9.07	14.60
			30x24	22.35	27.10	44.25	15.65	18.97	30.98
6.	ALL WAY	R1-3P	18x6	3.65	4.55	6.85	2.56	2.98	4.80
7.	YIELD HERE TO PEDESTRIANS (Symbol)	R1-5L(R)	36x36	55.95	67.90	96.55	44.97	49.50	65.59
8.	YIELD HERE TO PEDESTRIANS (Text)	R1-5aL(R)	18x24	15.95	18.75	29.00	11.17	13.13	20.30
			30x42	49.95	57.90	86.55	34.97	40.53	60.59
			36x48	66.25	76.85	115.00	46.38	53.80	80.50
9.	SPEED LIMIT	R2-1	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			24x30	22.35	27.10	44.25	15.65	18.97	30.98
			30x36	38.45	45.25	70.75	27.06	31.68	49.53
			36x48	46.30	76.85	115.00	46.38	58.23	87.18
			48x60	143.85	216.30	280.00	100.70	151.40	196.02
10.	NO RIGHT TURN (SYMBOL)	R3-1	24x24	17.85	21.70	35.45	12.50	15.19	24.82
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
11.	NO LEFT TURN (SYMBOL)	R3-2	24x24	17.85	21.70	35.45	12.50	15.19	24.82
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
12.	NO TURNS	R3-3	24x24	17.85	21.70	35.45	12.50	15.19	24.82
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
13.	DO NOT PASS	R4-1	18X24	13.95	16.75	27.00	9.77	11.73	18.90
14.	SLOWER TRAFFIC KEEP RIGHT	R4-3	24X30	22.35	27.10	44.25	15.65	18.97	30.98
15.	TRAFFIC KEEP RIGHT ARROW (Symbol)	R4-7	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			24x.30	22.35	27.10	44.25	15.65	18.97	30.98
16.	TRAFFIC KEEP LEFT (Symbol)	R4-8	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			24x30	22.35	27.10	44.25	15.65	18.97	30.98
17.	DO NOT ENTER	R5-1	30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
18.	WRONG WAY- (Red Back, White Text)	R5-1a	30x18	24.40	29.16	47.15	17.08	20.41	33.01
			36x24	38.05	46.06	74.87	26.64	32.24	52.41
			42x30	49.95	57.90	86.55	34.97	40.53	60.59
			48x36	66.25	76.85	115.00	46.38	53.80	80.50
19.	NO TRUCKS	R5-2	24x24	17.85	21.70	35.45	12.50	15.19	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			24x24	17.85	21.70	35.45	12.50	15.19	24.82

			30x30	27.75	33.15	54.25	19.43	23.21	37.98
20.	ONE WAY (LEFT OR RIGHT)	R6-1R(L)	36x12	19.21	23.20	37.60	13.45	16.24	26.33
			54x18	38.65	45.25	70.75	27.06	31.68	49.53
21.	ONE WAY (left or right) w/ arrow	R6-2R(L)	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			24x30	22.35	27.10	44.25	15.65	18.97	30.98
			30x36	38.65	45.25	70.75	27.06	31.68	49.53
			36x48	61.25	71.75	110.25	42.88	50.23	77.18
			48x60	143.85	216.30	280.00	100.70	151.40	196.00
22.	DIVIDED HIGHWAY	R6-3	30x24	22.35	27.10	44.25	15.65	18.97	30.98
			36x30	38.65	45.25	70.75	27.06	31.68	49.53
23.	NO PARKING ANY TIME W/ ARROW	R7-1L (R,DBL)	12x18	10.99	12.99	20.19	7.69	9.09	14.13
24.	NO PARKING 8:30AM TO 5:30PM W/ ARROW	R7-2aL (R,DBL)	12X18	10.99	12.99	20.19	7.69	9.09	14.13
25.	HANDICAP PARKING	R7-8	12x18	10.99	12.99	20.19	7.69	9.09	14.13
26.	HANDICAP PARKING W/ ARROW (R,L,DBL)(green/white)	R7-8P	12x18	10.99	12.99	20.19	7.69	9.09	14.13
27.	NO PARKING BUS STOP W/ ARROW	R7-107R (L,DBL)	12x18	10.99	12.99	20.19	7.69	9.09	14.13
			12x30	14.63	20.44	29.75	10.24	14.31	20.83
28.	NO PARKING BUS STOP SYMBOLS	R7-107AR (L,DBL)	12x30	14.63	20.44	29.75	10.24	14.31	20.83
29.	NO PARKING ON PAVEMENT (OR VARIATION)	R8-1	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			24.30	22.35	27.10	44.25	15.65	18.97	30.98
30.	NO PARKING	R8-3a	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			24x30	22.35	27.10	44.25	15.65	18.97	30.98
31.	NO PARKING (SYMBOL)	R8-3	36x36	46.30	54.25	82.95	32.14	37.98	58.07
32.	EMERGENCY PARKING ONLY	R8-4	30x24	22.35	27.10	44.25	15.65	18.97	30.98
33.	DO NOT STOP ON TRACKS	R8-8	30x24	22.35	27.10	44.25	15.65	18.97	30.98
34.	NO PEDESTRIAN CROSSING (variations)	R9-3a	12x18	10.99	12.99	20.19	7.69	9.09	14.13
35.	NO PEDESTRIAN CROSSING SYMBOL (VARIATIONS)	R9-3	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.19	24.82
36.	CROSSWALK SIGNS (variations)	R10-1	12x18	10.99	12.99	20.19	7.69	9.09	14.13
37.	PUSH BUTTON FOR CROSSWALK W/ ARROW	R10-4bR(L)	9x12	5.90	6.89	10.50	4.14	4.82	7.35
38.	LEFT ON GREEN ARROW ONLY	R10-5L(R)	18x24	13.95	16.75	27.00	9.77	11.73	18.90
39.	STOP HERE ON RED W/ ARROW	R10-6	24x36	38.05	46.06	74.87	26.64	32.24	52.41
40.	DO NOT BLOCK INTERSECTION	R10-7	24x30	22.35	27.10	44.25	15.65	18.97	30.98
41.	PROTECTED LEFT ON GREEN ARROW	R10-9T	18x12	13.95	16.75	27.00	9.77	11.73	18.90
			36x24	38.05	46.06	74.87	26.64	32.24	52.41
42.	Left Or Right Turn Signal	R10-10L(R)	30x36	38.65	45.25	70.75	27.06	31.68	49.53
43.	No Turn On Red	R10-11	24x30	22.35	27.10	44.25	15.65	18.97	30.98
44.	Left Turn Yield On Green	R10-12	24x30	22.35	27.10	44.25	15.65	18.97	30.98
45.	Road Closed	R11-2	48x30	63.60	76.93	124.95	44.52	53.85	87.47
46.	Bridge Closed	R11-2aT	48x30	63.60	76.93	124.95	44.52	53.85	87.47
47.	Road Closed to Thru Traffic	R11-4	60x30	72.30	83.65	127.75	50.61	58.55	87.35
48.	Weight Limit Xx Tons	R12-1	24x30	22.35	27.10	44.25	15.65	18.97	30.98
49.	2 Hr Parking W/ Time (Or Variation)	R7-18 (DBL,R, L)	12x18	10.99	12.99	20.19	7.69	9.09	14.15
50.	No Dumping Allowed	R19-5T	24x30	22.35	27.10	44.25	15.65	18.97	30.98
51.	Tow Away Zone (Text Or Symbol)	R7-201aP	12x6	4.32	5.00	7.38	3.03	3.50	5.16
52.	Street Name Signs (legend to be on both sides)		6x18	7.65	8.95	13.95	5.35	6.26	9.76
			6x24	10.50	11.99	18.25	7.35	8.39	12.77
			6x30	12.85	15.15	22.95	8.99	10.60	16.06

		6x36	13.00	17.95	27.50	9.10	12.56	19.95
		12X6	5.50	6.75	9.95	3.85	4.72	6.96
		12X9	13.25	15.75	25.50	9.27	11.02	17.85
		18x6	7.50	8.75	13.50	5.25	6.12	9.45
		18x9	10.65	12.50	19.85	7.45	8.75	13.89
		24x6	8.85	10.75	17.00	6.19	7.52	11.90
		24x9	13.00	15.75	25.25	9.10	12.56	19.25
		30x6	10.95	13.25	21.25	7.66	9.27	14.87
		30x9	16.10	19.45	27.50	11.27	13.61	19.25
		36x6	13.10	15.75	25.26	9.17	11.02	17.68
		36x9	19.25	23.25	32.85	13.47	16.27	22.99
		48x9	25.50	30.70	39.50	17.85	21.49	27.65

WARNING SIGNS (NIGP Code: 801-83)

Description of Items		TxDot Code	Sizes	Category-A New Signs Delta Specialties Supply			Category- B Re-Facing Of Signs Delta Specialties Supply		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	DELINEATOR (Left Or Right)	H1-1L(R)	12x36	19.21	23.20	37.60	13.45	16.24	26.32
2.	CAUTION DEAF CHILD AT PLAY (yellow back, black text)	N-8	18x24	13.95	16.75	27.00	9.77	11.73	18.90
3.	SLOW (yellow back, black text)	N-11	24x24	17.85	21.70	35.45	12.50	15.19	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
4.	DEAF CHILD AREA –(yellow back, black text)	N-12	30x30	27.75	33.15	54.25	19.43	23.21	37.98
5.	CAUTION	N-17	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
6.	NEIGHBORHOOD WATCH	CW-G-120RA5	18x24	13.95	16.75	27.00	9.77	11.73	18.90
			24x30	22.35	27.10	44.25	15.65	18.97	30.98
7.	CURVE SYMBOL–(sharp right or left)	W1-1R(L)	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.19	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
8.	CURVE SYMBOL- (left or right)	W1-2R(L)	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.19	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
9.	CURVE SYMBOL –(sharp left, sharp right)	W1-3R (L)	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.19	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
10.	ARROW SYMBOL –(left or right)	W1-6R(L)	24x12	16.49	19.17	28.77	11.54	13.42	20.14
			36x18	33.35	39.09	60.69	23.34	27.36	42.48
			48x24	52.43	63.08	101.50	36.70	44.16	71.05
			60x30	72.30	83.65	124.75	50.61	58.55	87.35
11.	DOUBLE ARROW SYMBOL	W1-7	24x12	16.49	19.17	28.77	11.54	13.42	20.14
			36x18	33.35	39.09	60.69	23.34	27.36	42.48
			48x24	52.43	63.08	101.50	36.70	44.16	71.05
			60x30	72.30	83.65	124.75	50.61	58.55	87.35
12.	CHEVRON –(left or right)	W1-8R (L)	12x18	10.99	12.99	20.19	7.69	9.09	14.13
			18x24	13.95	16.75	27.00	9.77	11.73	18.90

			24x30	22.35	27.10	44.25	15.65	18.97	30.98
			30x36	38.65	45.25	70.75	27.06	31.68	49.53
			36x48	61.25	71.75	110.25	42.88	50.23	77.18
13.	CROSSROAD Symbol	W2-1	18x18	19.33	22.34	33.18	13.53	15.64	23.28
			24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
14.	T-INTERSECTION SYMBOL– (left or right)	W2-2 R (L)	18x18	19.33	22.34	33.18	13.53	15.64	23.28
			24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
15.	T- symbol	W2-4	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	22.75	33.15	54.25	19.43	25.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
16.	Y- symbol	W2-5	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	69.32	78.51	116.90
17.	STOP AHEAD -symbol	W3-1	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
18.	YIELD AHEAD symbol	W3-2	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
19.	STOP SIGNAL AHEAD-symbol	W3-3	18x18	19.33	22.34	33.18	13.53	15.61	23.25
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
20.	MERGE RIGHT or LEFT symbol	W4-1R(L)	30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
21.	LANE ENDS RIGHT OR LEFT	W4-2R(L)	30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
22.	ROAD NARROWS	W5-1	30x30	27.25	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
23.	NARROW BRIDGE	W5-2	18x18	19.13	23.34	33.18	13.53	15.64	23.25
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
24.	MEDIAN SYMBOL	W6-1	36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
25.	TWO WAY TRAFFIC	W6-3	36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
26.	BUMP	W8-1	18x18	19.33	23.24	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	33.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
27.	DIP	W8-2	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07

			48x48	97.60	112.15	167.00	68.32	78.51	116.90
28.	PAVEMENTS ENDS	W8-3	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			30x30	27.75	35.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.28	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
29.	TRUCK CROSSING (text)	W8-6	24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
30.	Watch for ICE on Bridge	W8-18aT (folding sign)	36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
31.	Slow Children	W9-11	18x24	13.95	16.75	27.00	9.71	11.73	18.90
32.	Slow Children at Play	W9-12	18x24	13.95	16.75	27.00	9.77	11.73	18.90
33.	Watch Children	W9-13	24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
34.	Railroad Crossing (symbol)	W10-1	30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x30	46.30	54.25	82.95	32.41	37.98	58.07
35.	Pedestrian Crossing (symbol)	W11-2	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.15	24.80
			30x30	27.75	35.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
36.	Handicap -symbol-yellow back, black diamond.	W11-9	30x30	27.75	35.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
37.	TRUCK CROSSING (symbol)	W11-10L(R)	24x24	17.85	21.70	35.45	12.50	15.15	24.82
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x6	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
38.	HEIGHT symbol- (yellow back, black text. Diamond)	W12-2	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
39.	LOW CLEARANCE- yellow back, black text	W12-2TP	24x18	13.95	16.75	27.00	9.77	11.73	18.90
40.	35 MPH	W13-1P	18x18	19.33	22.34	33.18	13.53	15.64	23.25
			24x24	17.85	21.70	35.45	12.50	15.19	24.87
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
41.	DEAD END	W14-1	24x24	17.80	21.70	35.45	12.50	15.19	24.97
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
42.	NO OUTLET	W14-2	24x24	17.85	21.70	35.45	12.50	15.19	24.87
			30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.48	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
43.	DEAD END	W14-1aR (L)	24x6	6.73	8.06	12.87	4.71	5.65	7.00
			36x8	15.36	19.07	29.17	10.75	13.35	20.41
44.	AHEAD	W16-9P	24x12	16.49	19.17	28.77	11.54	13.42	20.14
			30x18	24.36	29.16	47.15	17.05	20.41	33.00
			36x24	38.05	46.06	74.87	26.64	32.24	52.41
45.	BRIDGE OUT–(080 aluminum.- yellow back, black text. diamond.)	W42-3	24x24	17.85	21.70	35.45	12.50	15.19	24.87
			30x30	27.75	33.15	54.25	19.43	23.21	37.98

CONSTRUCTION SIGNS (NIGP Code: 801-40)

Description of Items	TxDot Code	Sizes	Category-A New Signs Delta Specialties Supply			Category- B Re-Facing Of Signs Delta Specialties Supply		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade

1.	DETOUR	M4-8	12x6	2.46	2.90	4.50	1.72	2.03	3.15
			24x12	9.25	10.45	17.35	6.47	7.66	12.14
			30x15	10.25	13.80	26.50	7.17	9.66	18.55
2.	END	M4-8b	24x12	9.25	10.95	17.35	6.47	7.66	12.14
			30x15	10.25	13.80	26.50	7.15	9.66	18.55
3.	DETOUR- text & symbol, right, up arrow	M4-9R(L)	30x24	22.04	26.46	42.38	15.42	18.52	29.66
			48x36	70.70	81.30	119.59	49.49	56.91	83.71
			60x48	141.40	162.65	239.10	98.98	113.85	167.37
		M4-9S	30x24	22.04	26.46	42.38	15.42	18.52	29.66
			48x36	70.70	81.30	119.59	49.49	56.91	83.71
			60x48	141.40	162.65	239.10	98.48	113.85	167.37
4.	BUMP	CW8-1	30x30	25.84	31.36	51.26	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.21	109.39	160.35	66.66	76.57	112.24
5.	DIP	CW8-2	30x30	25.84	31.36	51.26	18.08	21.95	35.80
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	66.66	76.57	112.24
6.	PAVEMENT ENDS	CW8-3	30x30	25.84	31.36	51.26	18.08	21.95	35.80
			36x36	46.30	54.25	82.93	32.41	37.77	58.05
			48x48	95.24	109.39	160.35	66.66	76.57	112.24
7.	WATCH FOR ICE ON BRIDGE	CW8-18aT	36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	66.66	76.57	112.24
8.	ARROW (pointing down)	CW12-1	30x30	25.84	31.36	51.20	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	66.66	76.57	112.24
9.	LOW CLEARANCE	CW12-2TP	24x18	13.30	15.96	25.51	9.31	11.17	17.85
10.	DEAD END	CW14-1	30x30	25.84	31.36	51.26	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
11.	ARROW SIGN (pointing down)	CW16-7PL (R)	21x15	10.43	12.64	20.61	7.30	8.84	14.42
			24x12	9.25	10.95	17.35	6.47	7.66	12.14
			30x18	10.25	13.80	26.50	7.17	9.66	18.55
12.	ROAD WORK AHEAD	CW20-1D	30x30	25.84	31.36	51.26	18.08	21.95	35.88
			36x36	46.30	54.25	82.95	32.41	37.97	59.05
			48x48	95.24	109.39	160.35	66.66	76.57	112.24
			60x60	237.50	273.48	400.88	166.65	191.43	280.62
13.	ROAD CLOSED AHEAD	CW20-3D	30x30	25.84	31.36	51.26	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	66.66	76.57	112.24
14.	FLAGGER AHEAD	CW20-7Ad	30x30	25.84	31.36	51.26	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	66.66	76.57	112.24
15.	WORKERS symbol	CW21-1aT	24x24	16.66	20.19	32.93	11.66	14.13	23.05
			30x30	25.84	31.36	51.26	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	66.66	76.57	112.24
16.	WORKERS AHEAD (text)	CW21-1bT	30x30	25.84	31.36	51.26	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	66.66	76.57	112.24
17.	FRESH OIL & FRESH TAR	CW21-2	30x30	25.84	31.36	51.26	18.08	21.95	35.85
			36x36	46.30	54.25	82.95	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	66.66	76.57	112.24
18.	ROAD MACHINERY AHEAD	CW21-3D	30x30	25.84	31.36	51.26	18.08	21.95	35.88
			36x36	46.30	54.25	82.93	32.41	37.97	58.05
			48x48	95.24	109.39	160.35	66.66	76.57	112.24
19.	Obey Warning Signs State Law	R20-3T	48x42	63.60	76.93	124.95	44.52	53.85	87.47
20.	Traffic Fines Double (Plaque, White Back, Black Text)...	R20-5T	24x30	22.35	27.10	44.25	15.65	18.87	30.98
	When Workers Are Present	R20-5ATP	36x18	27.75	33.15	54.25	19.43	23.21	37.98
21.			24x12	N/B	N/B	N/B	N/B	N/B	N/B

	Hand Paddles & Handles	Stop/Stop Paddle w/6 in. handle	36x18	N/B	N/B	N/B	N/B	N/B	N/B
			48x48	N/B	N/B	N/B	N/B	N/B	N/B
22.	Hand Paddles & Handles	Stop/Slow Paddle w/6 in. handle	18"	23.00					
			24"	28.00					
		Stop/Slow Paddle w/6 in. handle Stop/Stop Paddle w/ handle 60in PVC pole Staff	18"	38.70					
			24	49.50					
23.	ROLL-UP VINYL SIGNS-legends needed for rollup signs (including rib w/orange back ground) will be as follows but not limited to (i.e. road construction ahead, mowers ahead, right lane closed ahead, men working ahead, right & left land closed ahead, end road work, flagman, fresh oil, liter pickup, merge left or right, ramp closed, be prepared to stop, stop sign)	Stop/Slow Paddle w/ handle 60in PVC pole Staff	18"	38.70					
			24"	49.50					
		Stop/Slow Paddle w/ handle 60in PVC pole Staff 36x36	18"	N/B					
			24"	N/B					
		ROLL UP SIGNS NOW ONLY SIZE 48 x 48 NON - $56.00 REFLECT - $123.00							
24.	ROLL-UPS:Corner Pocket-Corner Pocket (Plastic)		48x48	Non	Ref				
			48x48	Non 2.50	Ref				
25.	ROLL-UPS:Flag Holder System-Flag Holder System				6.80				
26.	ROLL-UPS:Left Overlay-Left Velcro Overlay				24.95				
27.	ROLL-UPS:OVERLAYS- Overlay for Roll-Up signs			13.50					
28.	Complete Set Roll-Up Sign with Universal Stand Non- reflective.			48x48		Non 177.95	Ref 245.00		
29.	ROLL-UP SIGNS			48" x 48"				Non 56.00	Ref 123.00
				36" x 36"				45.00	90.00

SCHOOL SIGNS (NIGP Code: 801-83)

	Description of Items			Category-A New Signs Delta Specialties Supply			Category- B Re-Facing Of Signs Delta Specialties Supply		
		School Crossing Advance Symbol - Pedestrians walking (green fluorescent back, black)	S1-1	Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	School Bus Stop Ahead-symbol (green fluorescent back, black)	S3-1	30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
2.			30x30	27.75	33.15	54.25	19.43	23.21	37.98

	School Bus Stop Ahead (green fluorescent back, black text)	S3-1T	36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
3.	School Bus Turn Ahead (green fluorescent back, black text)	S3-2	30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
4.	7:30-8:30AM 2:30-3:30PM (white back, black text)	S4-1P	30x30	27.75	33.15	54.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90
5.	When Children are Present (white back, black text)	S4-2P	24x10	16.49	19.17	28.77	11.84	13.42	20.14
			36x18	33.35	39.09	60.69	23.34	27.36	42.48
			48x24	52.43	63.08	101.50	36.70	44.16	71.05
6.	School (green fluorescent back, black text)	S4-3P	24x10	16.49	19.17	28.77	11.54	13.42	20.14
			36x18	33.35	39.09	60.69	23.34	27.36	42.48
			48x24	52.43	63.08	101.50	36.70	44.16	71.05
7.	When Flashing (white back, black text)	S4-4P	24x8	16.49	19.17	28.77	11.54	13.42	20.14
			36x12	19.21	23.20	37.60	13.45	16.24	26.33
			48x16	42.89	51.10	91.15	31.00	35.80	56.80
8.	School Speed Limit Sign W/When Flashing	S5-1	24x10	16.49	19.17	28.77	11.54	13.40	20.14
			36x18	33.35	39.09	60.69	23.34	27.36	42.48
			48x24	52.43	63.08	101.50	36.70	44.16	71.05
9.	End School Zone	S5-2	24x48	52.43	63.08	101.50	36.70	44.16	71.05
			36x72	152.25	175.15	257.50	106.57	122.60	180.25
			48x96	N/B	N/B	N/B	N/B	N/B	N/B
10.	End School Zone	S5-2aTP	24x30	22.35	27.10	44.25	15.65	18.97	30.98
			36x48	61.25	71.75	110.25	42.88	50.23	77.18
11.	Cell Phone Use Prohibited up to $200 Fine	S7-1T	24x18	13.95	16.75	27.00	9.77	11.73	18.90
12.	500 FEET	SW16-2P	24x18	13.95	16.75	27.00	9.77	11.73	18.90
			36x18	33.35	39.09	60.69	23.34	27.36	42.48
			48x36	66.25	76.85	115.00	46.38	53.80	80.50
13.	ARROW(pointing down)	SW16-7PL(R)	24x18	13.95	16.75	27.00	9.77	11.73	18.90
			30x24	22.38	27.10	44.25	15.65	18.97	30.98
14.	AHEAD	SW16-9P	21x15	10.50	12.95	20.85	7.41	9.07	14.60
			24x12	16.49	19.17	28.77	11.54	13.42	20.14
			30x18	24.40	29.16	47.15	17.08	20.41	33.01
15.	YIELD TO PEDESTRIANS green fluorescent back, black & red text	R1-6	24x12	16.49	19.17	28.77	11.54	13.42	20.14
			30x18	24.40	29.16	47.15	17.08	20.41	33.01
			36x24	38.05	46.06	74.87	26.64	32.24	52.41
16.	Bicycle Symbol	W11-1	12x36	19.21	23.20	37.60	13.45	16.24	26.33
17.			18x18	19.33	22.40	33.18	13.53	15.64	23.25
			24x24	17.85	21.20	35.45	12.50	15.19	24.82
			30x30	27.75	33.15	52.25	19.43	23.21	37.98
			36x36	46.30	54.25	82.95	32.41	37.98	58.07
			48x48	97.60	112.15	167.00	68.32	78.51	116.90

OBJECT MARKERS

Description of Items	OBJECT MARKERS YELLOW - Object Marker W/ 9 Yellow Reflectors	OM1-1	Category-A New Signs Delta Specialties Supply			Category- B Re-Facing Of Signs Delta Specialties Supply		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	OBJECT MARKERS: YELLOW - Object Marker W/ 3 Yellow Reflectors	OM2-1V	6x12	12.95	16.95	23.00	N/B	N/B	N/B
2.	OBJECT MARKERS: EGP - Bridge	OM-	12x36	13.72	16.57	26.86	9.60	11.60	18.80

	Marker (Yellow/Black Stripes)Left Or Right	3R(L)							
3.	OBJECT MARKERS: EGP - Bridge Marker (yellow/black chevrons) center	OM-3C	36x12	13.72	16.57	26.86	9.60	11.60	18.80
4.	OBJECT MARKERS: RED – End of Roadway Marker-Barricade Markers W/ 9 Red Reflectors	OM4-1	18x18	25.00	29.00	35.00	N/B	N/B	N/B
5.	OBJECT MARKERS: RED – End of Roadway Marker- Black W/ 9 Red Reflectors	OM4-2	18x18	25.00	29.00	35.00	N/B	N/B	N/B
6.	VERTICAL PANELS (R), (L)		12x24	12.25	14.70	21.55	9.15	11.00	16.25
7.			12x36	13.72	16.57	26.86	9.60	11.60	18.80
			8x24	7.50	9.00	14.00	6.00	6.75	10.50
			18x24	13.95	17.00	27.00	9.80	12.00	19.00
			18x24	N/B	N/B	N/B	N/B	N/B	N/B

SPECIALTY SIGNS .080 ALUMINUM (NIGP Code: 801-40)

	Description of Items	Specialty Signs	S/F	Category-A New Signs Delta Specialties Supply			Category- B Re-Facing Of Signs Delta Specialties Supply		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Specialty Signs	D/F	2"x16"	4.75	5.80	8.90	3.33	4.06	6.23
		S/F	2"x16"	4.25	4.80	6.95	2.96	3.36	4.87
2.	Specialty Signs	D/F	4'x8'	200.00	275.00	485.00	140.00	192.50	339.50
		S/F	4'x8'	150.00	195.00	295.00	105.00	136.50	206.50
3.	Specialty Signs	D/F	5"x5"	3.50	4.45	7.75	2.45	3.12	5.43
		S/F	5"x5"	2.90	3.50	5.35	2.03	2.45	3.75
4.	Specialty Signs	D/F	6"x12"	4.65	5.60	9.72	3.26	3.92	6.81
		S/F	6"x12"	3.85	4.50	6.75	2.70	3.15	4.73
5.	Specialty Signs	D/F	9"x30"	13.95	16.50	28.40	9.77	11.55	19.88
		S/F	9"x30"	10.75	12.85	20.50	7.53	9.00	14.35
6.	Specialty Signs	D/F	12' X 3'	225.00	310.00	550.00	157.30	217.00	385.00
		S/F	12' X 3'	185.00	230.00	343.00	129.50	161.00	240.10
7.	Specialty Signs	D/F	12"x 9"	10.99	13.75	23.19	7.70	9.63	16.23
		S/F	12"x 9"	8.55	9.85	14.65	4.02	6.90	10.26
8.	Specialty Signs	D/F	12"x18"	10.70	13.10	21.50	7.49	9.17	15.05
		S/F	12"x18"	8.80	10.15	14.90	6.16	7.11	10.43
9.	Specialty Signs	D/F	12"x 24"	16.85	20.90	34.15	11.80	14.63	23.91
		S/F	12"x 24"	13.50	15.75	24.75	9.45	11.03	17.33
10.	Specialty Signs	D/F	18"x12"	10.70	13.10	21.50	7.49	9.17	15.05
		S/F	18"x12"	8.80	10.15	14.90	6.16	7.11	10.43
11.	Specialty Signs	D/F	18"x 18"	16.62	19.19	31.50	11.63	13.43	22.05
		S/F	18"x 18"	13.85	15.99	23.70	9.70	11.19	16.59
12.	Specialty Signs	D/F	18"x24"	19.15	23.75	40.65	13.41	16.63	28.46
		S/F	18"x24"	15.30	17.95	27.55	10.71	12.57	19.29
13.	Specialty Signs	D/F	18"x 30"	26.75	31.50	48.65	18.73	22.05	34.06
		S/F	18"x 30"	21.96	25.50	35.50	15.37	17.85	24.85
14.	Specialty Signs	D/F	18"x 6"	7.25	8.52	13.65	5.08	5.97	9.56
		S/F	18"x 6"	5.61	6.27	8.75	3.93	4.39	6.13
15.	Specialty Signs	D/F	18"x 9"	9.00	10.45	16.80	6.30	7.32	11.76
		S/F	18"x 9"	7.50	8.50	11.95	5.25	5.95	8.37
16.	Specialty Signs	D/F	24"x12"	16.20	18.90	29.58	11.34	13.23	20.71
		S/F	24"x12"	13.50	15.75	24.65	9.45	11.03	17.26
17.	Specialty Signs	D/F	24"x18"	18.36	21.55	33.13	12.85	15.09	23.19
		S/F	24"x18"	15.30	17.96	27.51	10.71	12.57	19.26
18.	Specialty Signs	D/F	24"x24"	22.40	26.63	42.54	15.68	18.64	29.78
		S/F	24"x24"	18.66	22.19	35.45	13.06	15.53	24.82
19.		D/F	24"x30"	29.40	34.20	53.40	20.58	23.95	37.38

	Specialty Signs	S/F	24"x30"	24.50	28.50	44.50	17.15	19.95	31.15
20.	Specialty Signs	D/F	24"x36"	32.62	39.48	64.18	22.83	27.64	44.93
		S/F	24"x36"	27.18	32.90	53.48	19.03	23.03	37.44
21.	Specialty Signs	D/F	30"x30"	33.80	40.93	66.66	23.66	28.65	46.66
		S/F	30"x30"	28.16	34.11	55.55	19.71	23.87	38.89
22.	Specialty Signs	D/F	30"x24"	29.40	34.20	53.40	20.58	23.94	37.38
		S/F	30"x24"	24.50	28.50	44.50	17.15	19.95	31.15
23.	Specialty Signs	D/F	36"x12"	17.70	21.00	32.23	12.39	14.10	22.56
		S/F	36"x12"	14.75	17.50	26.86	10.33	12.25	18.76
24.	Specialty Signs	D/F	36"x36"	46.20	60.67	97.87	32.34	42.47	68.51
		S/F	36"x36"	38.50	50.56	81.56	26.95	35.39	57.09
25.	Specialty Signs	D/F	48"x48"	91.08	107.40	168.62	65.75	75.18	118.02
		S/F	48"x48"	75.90	89.50	140.50	53.13	62.65	98.35
26.	Specialty Signs	D/F	48"x72"	174.00	228.00	348.00	121.80	159.60	243.60
		S/F	48"x72"	145.00	190.00	290.00	101.50	133.00	203.00
27.	Specialty Signs	D/F	48"x96"	180.00	228.00	354.00	126.00	159.60	247.80
		S/F	48"x96"	150.00	195.00	295.00	105.00	136.50	206.50
28.	Specialty Signs	D/F	60"x48"	174.00	222.00	342.00	121.80	155.40	239.40
		S/F	60"x48"	140.00	185.00	285.00	98.00	129.50	199.50
29.	Specialty Signs	D/F	72"x36"	72.12	84.90	130.74	50.48	59.43	91.52
		S/F	72"x36"	60.10	70.75	168.95	42.17	49.53	76.27
30.	Specialty Signs	D/F	72"x48"	174.00	228.00	348.00	121.80	159.60	243.60
		S/F	72"x48"	145.00	190.00	210.00	101.50	133.00	203.00
31.	Specialty Signs	D/F	96"x36"	132.00	163.50	255.30	92.40	114.45	178.71
		S/F	96"x36"	110.00	136.25	212.75	77.00	95.38	148.93
32.	Project signs-Plywood	D/F	96"x48"	180.00	228.00	354.00	126.00	159.60	247.80
		S/F	96"x48"	150.00	195.00	295.00	195.00	215.00	105.00
33.		D/F	4"x8"						

BLANK SIGNS (NIGP Code: 801-09)

	Description of Items	Sizes	Category-A New Signs Delta Specialties Supply			Category- B Re-Facing Of Signs Delta Specialties Supply		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Blank sign	6x12	2.85	3.30	5.00	2.00	2.31	3.50
2.	Blank sign	6x18	3.15	3.85	6.40	2.21	2.70	4.48
3.	Blank sign	6x24	4.29	5.25	8.45	3.00	3.68	6.01
4.	Blank sign	6x30	5.65	7.00	10.80	3.96	4.90	7.56
5.	Blank sign	6x36	7.51	8.90	14.00	5.26	6.23	9.80
6.	Blank sign	6x48	9.99	11.81	18.67	6.99	8.26	13.06
7.	Blank sign	9x12	3.90	4.55	7.10	2.73	5.19	4.97
8.	Blank sign	9x18	4.95	5.95	9.80	3.47	4.17	6.86
9.	Blank sign	9x24	6.35	7.70	12.85	4.45	5.39	9.00
10.	Blank sign	9x30	7.95	9.66	16.07	5.57	6.76	11.25
11.	Blank sign	9x36	9.80	11.85	19.57	6.86	8.30	13.70
12.	Blank sign	9x48	13.77	15.59	22.45	9.63	10.91	15.71
13.	Blank sign	18x12	7.05	8.45	13.57	4.94	5.92	9.50
14.	Blank sign	18x18	10.65	12.69	20.41	7.46	9.07	14.29
15.	Blank sign	18x24	11.97	14.70	24.99	8.38	10.29	17.50
16.	Blank sign	21x15	9.25	11.25	18.70	6.48	7.88	13.09
17.	Blank sign	24x18	10.65	12.69	20.41	7.46	8.88	14.29

18.	Blank sign	24x24	15.82	19.45	32.15	11.07	13.62	22.51
19.	Blank sign	24x30	19.75	24.25	41.00	13.83	19.98	28.70
20.	Blank sign	24x36	24.00	29.54	48.95	16.80	20.68	34.27
21.	Blank sign	30x30	24.95	30.61	52.00	17.47	21.43	36.40
22.	Blank sign	30x36	30.40	37.25	62.95	21.28	26.08	44.07
23.	Blank sign	36x12	12.15	14.70	25.25	8.51	10.43	17.68
24.	Blank sign	36x36	37.50	45.65	76.50	26.25	31.96	53.55
25.	Blank sign	36x48	52.15	63.00	100.00	36.51	44.10	70.00
26.	Blank sign	48x9	13.77	15.59	22.45	9.63	10.91	15.71
27.	Blank sign	48x24	41.80	44.58	72.05	29.26	31.21	50.44
28.	Blank sign	48x48	88.65	103.15	158.00	62.06	72.21	110.60
29.	Blank sign	48x96	227.10	256.30	365.96	158.97	179.34	256.17
30.	Blank sign	60x24	65.90	75.00	109.50	46.13	52.50	76.65
31.	ADA Men Restroom Sign W/Symbol	9x6	13.95					
32.	ADA Unisex Restroom Sign W/Symbol	9x6	13.95					
33.	ADA Women Restroom Signs W/Symbol	9x6	13.95					

SHOP and OFFICE SIGNS (Facility) (NIGP Code: 255-30)

	Description Of Items	Sizes	Price
1.	Lettering on Door Glass 30" x 45" (Including installation, County seal, names, suite & phone number)	Std. 30"	120.00
2.	Decals	11 ½" x 16"	16.95
3.	Municipal Emblems (pressure sensitive)	14" x 14"	16.95
4.	Door Graphics- Non-Reflective Installation included…	30" x 24"	95.00
VEHICLE LETTERING(NIGP Code: 225-26)			
1.	VEHICLE LETTERING: Vehicle Lettering 2-Door Lettering 2-Door, Non-Reflective, Including Installation	24" x 18"	120.00
2.	VEHICLE LETTERING: Vehicle Lettering Tailgate- Non-Reflective, Including Installation	48" x 12	90.00

PAVEMENT MARKERS (NIGP Code: 550-08)

	Description of Items	Sizes	Price
1.	Pavement Markers 2- Way without Adhesive.	4"x4"	1.30
2.	Pavement Markers 1-Way With Adhesive	4"x4"	2.75
3.	Pavement Markers 2- Way With Adhesive	4"x4"	2.90
4.	Ceramic Pavement Marker without Adhesive. White or Yellow	4"	.90
5.	Plastic Pavement Buttons without Adhesive. White.	4"	1.35
6.	Plastic Pavement Marker without Adhesive. Yellow	4"	1.35
7.	Butyl Pads (Adhesive for Pavement Markers)	4"x4"	2.75
8.	Ceramic Button without Reflector White or Yellow.	6"x6"	13.50
9.	Qwik Stix Adhesive Bar		N/B
10.	Rumble Strip w/o Adhesive- yellow	4"x24"	16.75
11.	Jiggle Bars	6'x6'	12.32

POSTS-BRACKETS-HARDWARE (NIGP Code: 801-30)

	Description Of Items	Sizes	Price
1.	POSTS: Post Galv. G90	8'	13.13
		10'	15.93
		12'	20.12
2.	POSTS: Poz-Loc (Includes Post, Socket & Wedge)	10'	30.06
3.	POSTS: Slipbase Assembly System	10'	158.20

4.	POSTS: Sq.Tubing	10' x 1½"	18.20
		2"x2"x12'	30.80
5.	POSTS: 10'x3" 10BWG. Gal. 2.7/8" Dia.	10'	60.30
6.	POSTS: Galv. U-Channel	12'	45.51
		8'	35.71
		10'	38.01
		6'	N/B
7.	POSTS: Green U-Channel ribbed	10'	22.68
		12'	27.25
8.	POSTS: Poz-Loc System - Complete	12'	33.26
9.	POSTS: Slipbase 10BWG TX DOT - Complete	12'	168.00
10.	POSTS: Post ONLY 10BWG	12'x3"	70.10
11.	POSTS: Wood Posts Painted White	4"x4"x10'	47.53
12.	POSTS: Wood Post	4"x4"x12'	55.93
13.	POSTS: Galv. Delineator Post	6'	10.26
14.	POSTS: Green T- Post	6'	6.95
15.	POSTS: Green U-Channel	8'	25.20
16.	POSTS- Poz-Loc Post	8'	N/B
17.	POSTS: Casting (Top part of Base for Slipbase Assembly) With Bolts & Keeper Plate		51.80
18.	POSTS: Flange Base	2-3/8"	21.00
19.	POSTS: Keeper Plate only (no hardware)		1.19
20.	POSTS: Pozloc Wedge-Poz-Loc Wedge G210		3.37
21.	POSTS: Socket & Wedge for Poz-Loc		14.13
22.	POSTS: Socket 27" for Poz-Loc	27"	10.77
23.	POSTS: Splice connector		4.55
24.	POSTS: Ground Stub for Slip Base Assembly	3"x36"	57.40
25.	POSTS: Wood Post 6' x 8" Dia. Dome -Top Wood Post, Dome Top Posts 8" Diameter	6'-3"	N/B
26.	POSTS:VALVE MARKERS		26.53
27.	Stub Post & Hardware		109.20
28.	POST DRIVER- (manual)		N/B
29.	BRACKET: Dome Cap	2"	1.00
		3"	2.50
30.	BRACKET: Back to Back Bracket	2"	4.25
31.	BRACKET: Cross Bracket	5½"	4.00
		12"	12.60
32.	BRACKET: Post Round SIGN Bracket	2"	4.50
		3"	6.95
33.	BRACKET: Post Cap U-Channel		4.00
34.	BRACKET: U Bolt Clamp	2"	4.00
		3"	6.40
35.	BRACKET: Post Cap 6" blade	3" x 5½"	6.30
		2"x 5½"	4.20
36.	BRACKET: Post Cap- 9" blade	2"x12"	10.50
		3"x12"	15.95
37.	BRACKET: Post Cap- flat	1- ¾ sq. post	3.95
38.	BRACKET: Wing Bracket (all sign plate)	12"	8.75
		18"	10.85
		24	14.85
39.	BRACKET: Wing Bracket (cantilever bracket)	16"	9.75
		24"	18.00
40.	BRACKET: Mast arm buckle bracket – Buckle & Strap	16	16.95
41.	LOCKNUTS		.08
42.	ANTI-THEFT BOLTS	5/16 x 2 ¼	.47
		5/16 x 1-3/4	.53

43.	ANTI-THEFT NUTS	5/16	.55
44.	BOLTS	5/16 x 2½ x 3	.53
45.	BOLTS	¼ x 2"	.65
46.	SCREWS FOR Brackets (blade holders)	¼"	.25
47.	ALLEN WRENCH TOOL	5"	5.00
		12"	12.50

DELINEATOR (NIGP Code: 550-08)

	Description of Items	Sizes	Price	
1.	Delineator: Surface Mount Delineators including Butyl Pad – No Stripes	36"		21.60
		48"		23.10
2.	Delineator: Flexible Delineator, Orange or Yellow with 2 HIP Stripes & Butyl Pad	60"		N/B
3.	Delineator: Flex Marker White Post w/ White or Yellow Reflector Stripe	66" S/S – 66" DS	20.17	22.50
4.	Delineator: Flex Delin. w/ stripe	72"		N/B
5.	Guardrail Delineator-Steel 1-Way Yellow Guardrail Delineator..Bolt-On	3" x 13"		5.75

BARRICADE PANEL (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	10'	31.00
2.	BARRICADE PANEL: Wood Panels, EG, SS: END OF ROAD (Red/White)	12'	35.00
3.	BARRICADE PANEL: Plastic Barricade Panel DS HIP Orange and White	8'	48.00
4.	BARRICADE PANEL: Plastic Barricade Panel, HIP, SS: Orange/White	8'	38.00
5.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	8'	26.00

BARRICADES (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	10'	175.00
2.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	12'	195.00
3.	BARRICADES: Type III Barricade End of Road- Wood EG S/S Red & White	8'	150.00
4.	BARRICADES: Type I Plastic A-FRAME Barricade w/1 Panel & 2-Legs	8'	125.00
5.	BARRICADES: Type III Plastic Break-Away Barricade, D/S Orange & White H/I	8'	195.00
6.	BARRICADES: Type III Plastic Break-Away Barricade, S/S Orange & White H/I	8'	175.00
7.	BARRICADES: Marker-	24"x 24"	25.00
8.	BARRICADES: Temporary Barrier Fence Orange Temporary Mesh Barrier Fence	4'x100'	42.00
9.	Quick Fence Safety System		N/B

BARRICADE TAPES (NIGP Code: 550-72)

	Description Of Items	Sizes	Price
1.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (engineer grade)	123.50
2.	BARRICADE TAPES: Barricade Tape Orange or White LEFT or RIGHT	8" x 50 Yd. (high intensity)	259.00
3.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (high intensity)	259.00

BARRELS (NIGP Code: 550-42)

	Description Of Items	Sizes	Price
1.	Barrel Tape- White Engineering Grade	4" x 50 yds	80.50
		6" x 50 yds.	120.75
2.	BARRELS: Barrel w Tire Ring Base		52.78
3.	BARRELS: Tire Rings		9.10
4.	BARRELS: VERTICAL PANELS Vertical Panels w/ H/I sheeting & 20 lb. base		48.95

CONES (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	CONES: Cone Slim	18"	N/B
2.	CONES: Cone w/ Collar	18"	N/B
3.	CONES: Cone Slim	28"	14.75
4.	CONES: Cone w/ Collar	28"	20.38
5.	CONES: Reflective Collar	4"	3.65
6.	CONES: Reflective Collar	6"	3.75
7.	CONES: Channelizer for Caution Tape with Reflective Collars	42"	42.35
8.	CONES: CONE SIGNS Snap on Cone Sign w/ wording.	12"x13"	14.50

FLAGS

	Description Of Items	Sizes	Price
1.	FLAGS: Safety Flag with Stay	18" x 18"	4.25
2.	FLAGS: Safety Flag with Stay	24x24	5.75

MARKING TAPE (NIGP Code: 550-72)

	Description Of Items	Sizes	Price
1.	MARKING TAPE Conspicuity Tape - D/G. Red, Yellow or White.	3"x50 yds	175.00
2.	MARKING TAPE: Barrier Tape	3"x1000'	14.00
3.	MARKING TAPE: Caution Tape 3MIL	3"x1000'	14.00
4.	MARKING TAPE: Conspicuity D/G. Red, Yellow or White.	2"x50 yds	130.00
5.	MARKING TAPE: Conspicuity Tape D/G, Solid Red.	4"	230.00
6.	MARKING TAPE: Conspicuity Tape D/G, red & white	2'x50 yds	130.00
7.	MARKING TAPE: Conspicuity Strips D/G	2"x 18"	N/B
8.	MARKING TAPE: Crosswalk Pavement Marking	12'x25yds.	462.00

9.	MARKING TAPE: Fire Line -Do Not Cross.	3"x1000'	14.00

REFLECTIVE TAPES (NIGP Code: 345-79)

1.	REFLECTIVE TAPE-General Purpose tape- Red, White , Yellow rolls	1"x 30" yd	54.99
		2"X 30" yd	128.75
		3"x 30" yd	165.00

REFLECTORS (NIGP Code: 055-76)

	Description Of Items	Sizes	Price
1.	REFLECTORS: Block of Bituminous Marker Adhesive	100 lb	123.25
2.	REFLECTORS: Barrier Reflector with 4" Single Side HIP Sheeting.	14"	14.70
3.	REFLECTORS: D/S Concrete Barrier Markers..Yellow or White w/ 3"x4" HIP	16"	17.50
4.	REFLECTORS: White S/S 3"x4" HIP Sheeting 16" S/S Concrete Barrier Marker	16"	15.75
5.	REFLECTORS: .080 Reflector D-9-S Aluminum Delineator Reflectors. DG Yellow, White or Red.	4" x 4"	9.10
6.	REFLECTORS: Plastic Pavement Marker Yellow Button Round	3"	.85
7.	REFLECTORS: Reflectors Round Plastic	3"	1.20
8.	REFLECTORS: Rectangular Type A & C	3"x8"	7.95

SPEED BUMP (NIGP Code: 550-79)

	Description Of Items	Sizes	Price
1.	SPEED BUMP: Speed Bumps with all hardware	10'	251.00
		12"	275.00
2.	SPEED BUMP: Black & Yellow Speed Bumps	6'	175.00
3.	SPEED BUMP: Car Stops Yellow & Blk Recycled Rubber w/12" Spikes for Asphalt or Gravel	6'	63.00
4.	SPEED BUMP- Cement Car Stop, (unpainted) with 12" Spikes for Asphalt or Cement.	6"	35.00
5.	SPEED BUMP: Speed Bump Plastic	6'	120.00
		9'	245.00
6.	SPEED BUMP: Speed Bump Spikes	12" x 1/2"	4.20

STANDS (NIGP Code: 801-12)

	Description Of Items	Sizes	Price
1.	STANDS: Big Buster Stand		217.00
2.	STANDS: Little Buster portable stand		165.00
3.	STANDS: Portable Stop 7' Stand Portable Stop Stand with a 7' Plastic X-Tube Upright, Yeti Rubber Foot with 4" Riser Stub, 24" HIP Stop Sign.		145.00
4.	STANDS: Universal		117.75
5.	STANDS: Zephyr Stand		92.50
6.	FRAMES: Tripod for Construction Signs with Flag Holders	36"	96.95
		48"	105.50

PAVEMENT MARKING STENCIL (NIGP Code: 962-53)

	Description Of Items	Size	Letters	Stencil
1.	STENCIL: STOP (LETTERING) in Duro	36"	47.18	48.95
		48"	55.95	57.95
2.	STENCIL: Brass Interlocking Stencils	4"		250.00
3.	STENCIL: Fire Lane Stencil	4"		16.98
4.	STENCIL: No Parking Stencil	4"		16.98
5.	STENCIL: Number Kit Maxi	4"		29.95
6.	STENCIL: Wording kit	4"		90.50
7.	STENCIL: Arrow - Duro	42"		19.95
8.	STENCIL: Arrow - Max	42"		39.50
9.	STENCIL: Arrow Kit, Standard Arrow Kit...One (1) arrow UP, One (1) Arrow Curved Tail	42"		39.50
10.	STENCIL: Handicap Symbol Maxi	72"x63"		130.00
		48x48		90.90
11.	STENCIL: Fire Lane No Parking Duro Stencil	4"		29.95

12.	STENCIL: Fire Lane No Parking Maxi Stencil	4"		29.95

MISC.

	Description Of Items	Sizes	Price
1.	Clear Overlay - Stops-Graffiti Proof Overlay	24" x 24"	4.50
		30" x 30"	13.15
2.	Epoxy (Kit, pads, sticks)	1 gallon	101.50
		5 gallon	507.50
		4x4 pads	.95
		quick sticks	N/B
3.	Slow Moving placard triangle .040 aluminum		16.95
4.	Slow Moving decal triangle		9.95
5.	Fence Sign Holder-Link Fence Sign Holder		4.60
6.	Warning Triangles (Set of 3)	16"	35.95
7.	Mast Arm Buckle Bracket	16"	16.95
8.	Transfer Tape	1"	3.69
		2"	7.39
		4"	14.80
		6"	22.17
		8"	29.65
		10"	37.25
		12"	44.95
		13"	48.25
		14"	51.75
		15"	55.50
		16"	59.25
		18"	66.55
9.	TXDOT Placard (OSHA) DECALS	10" x 10"	9.95
10.	TXDOT Placard (OSHA) .040 ALUMINUM	10" x 10"	14.95

- **Estimated Delivery Time for Standard (In-Stock) signs: Three (3) days**
- **Estimated Delivery Time for Non-Standard (Not-In Stock)**

Small orders: 10 to 30 days **Large orders: 10 to 30 days**

OTHER MISCELLANEOUS LIST

ON ALL ROAD SIGNS, POSTS & MISC. SUPPLIES NOT LISTED –HIDALGO COUNTY WILL RECEIVE _____% OFF Bidders catalog list prices.

All Applicable Catalogs with list prices must accompany any bids submitted

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

Exhibit "C"

Certificate Of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/24/2015

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 HYLANT GROUP, INC. PO BOX 2248 GRAND RAPIDS MI 49501-2248	CONTACT NAME: CUSTOMER SERVICE CENTER PHONE (A/C, No, Ext): (866) 972-7378 FAX (A/C, No): (800) 455-9611 E-MAIL ADDRESS: BUSINESS.CUSTOMERSERVICE@FARMERSINSURANCE.COM
INSURED MARTIN & MARGARITA PENA DBA DELTA SPECIALTIES, SIGNS & SUPPL 10205 E STATE HIGHWAY 107 EDINBURG TX 78542	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : FOREMOST INSURANCE COMPANY — 11185 INSURER B : FOREMOST PROPERTY AND CASUALTY — 11800 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Cert ID 145332 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	N	PAS038483617	7/9/2015	7/9/2016	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]	Y	N	PAS038483617	7/9/2015	7/9/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	N	PAS038483617	7/9/2015	7/9/2016	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC038670213	7/9/2015	7/9/2016	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SIGN PAINTING OR LETTERING/ CERTIFICATE HOLDER IS DESIGNATED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY PER FORM CG2010 IN THE PERFORMANCE OF THE NAMED INSUREDS ONGOING OPERATIONS. SUBJECT TO THE POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

HIDALGO COUNTY

2802 S BUSINESS HIGHWAY 281

EDINBURG TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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TEXAS CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder:	Named Insured:
HIDALGO COUNTY 2812 S. BUSINESS 281 EDINBURG, TX 78539	MARTIN PENA 10205 E HWY 107 EDINBURG TX 78542

Automobile Liability								
Insurer Name: Allstate County Mutual Insurance Company								
Policy Number: 648558615								
	1 – Any Auto		2 – Owned Autos Only		3 – Owned Priv. Pass. Autos Only			
	4 – Owned Autos Other Than Priv. Pass. Autos Only	X	5 – Owned Autos Subject to No Fault		6 – Owned Autos Subject to a Compulsory UM Law			
X	7 – Specifically Described Autos		8 – Hired Autos Only		9 – Non-owned Autos Only			
Policy Effective Date: 01-29-2015			Policy Expiration Date: 01-29-2016					
Limits Of Insurance:		Combined Single Limit (each accident)						
	$ 500,000 BI Per Person		$ 500,000 BI Per Accident		$ 500,000 PD Per Accident			
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions								
Interested Party Type: CERTIFICATE HOLDER								
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.								

Producer:	
IGNACIO PUENTE	
Authorized Representative:	Date:

Includes copyrighted material of Insurance Services Office, Inc., with its permission

Zimbra AI 50437 **heidi.ortiz@co.hidalgo.tx.us**

RE: Traffic Road Signs & Other Related Misc. Equipment

From : Steve Crain <scrain@atlashall.com> Mon, Aug 03, 2015 11:36 AM
Subject : RE: Traffic Road Signs & Other Related Misc. Equipment
To : 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>

Good to go.

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Monday, August 03, 2015 11:42 AM
To: Steve Crain
Subject: RE: Traffic Road Signs & Other Related Misc. Equipment

Mr. Crain:

Attached is the requirements agreement with the changes you requested. I changed the date of the contract to reflect the next commissioners court date.

Thank you.

Heidi

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>
Sent: Mon, 03 Aug 2015 11:11:27 -0500 (CDT)
Subject: RE: Traffic Road Signs & Other Related Misc. Equipment

Change name on contract to the name of the insured as stated on the insurance certificate.

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Monday, August 03, 2015 10:30 AM
To: Steve Crain
Subject: Traffic Road Signs & Other Related Misc. Equipment

Good morning Mr. Crain:

Attached is the requirement agreement with the changes requested.

Thank you,

Heidi

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

REQUIREMENTS AGREEMENT

C-15-117-08-18

THIS AGREEMENT (the "Agreement") is entered into as of the **18th** day of **August, 2015** by and between Martin & Margarita Pena DBA **Delta Specialties, Signs, & Supply** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "Traffic Road Signs & Miscellaneous Equipment," as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "Traffic Road Signs & Miscellaneous Equipment," in the areas of Hidalgo County projects for a period of one (1) year commencing August 18, 2015 and ending August 17, 2016 and may be extended at County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B" attached hereto and incorporated herein for all purposes".. Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. **County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.**

5. **General Provisions.**

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

b. **No Waiver**. No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attn: County Judge
100 E. Cano
Edinburg, TX. 78539

If to Seller: Delta Specialty Signs & Supply
10205 E. Hwy 107
Edinburg, Texas 78542

_____

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.

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

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

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

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

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

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

l. **Insurance**. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverage and in the amounts described on Exhibit C attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

m. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, Agrees to abide by the following ethical standards of Buyer:

(i) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity

or organization, a gratuity or an 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 advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(ii) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

AI-50756 **Purchasing Department** **20. A. 6.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of one [1] of the two [2] Options [as directed by CC] for the engagement of a professional energy consultant services provider for Hidalgo County with **Texas Energy Consultants [#1 ranked vendor]:**

Option A: Contract including, but not limited to the following scope of services:
1. Preparing an RFP [drafting procurement packet working with Purchasing Dept. and Legal Counsel] for the provision of electric energy/power to Hidalgo County [for all eligible/applicable departments, elected offices, programs and/or agencies] for distribution to all statutorily competitively compliant vendors [i.e. coops, state/federal programs, aggregation pools, etc.];
2. Receiving of responses to RFP, clarifying responses [if necessary], negotiating terms & conditions [those in HC best interest and requesting best and final offers, tabulating, analysis of offers,scoring/grading and preparing a grid for submission to CC with recommendations [re: terms of contract, renewal or termination options, re-negotiation factors, etc.]for action by same;
3. Facilitating the execution and implementation of new agreement;
4. Audit first quarter billings to ensure energy provider compliance with contract rates, terms and conditions;
5. During first year with new provider, facilitate the addition and/or deletion of accounts or conversion from other existing providers other than Reliant;
with a negotiated fee of $30K to be paid in monthly installments of $2.5K

Option B: Contract including, but not limited to:
1. All services detailed in Option A herein plus;
2. Audit of billing from Reliant for the past three [3] years;
3. Audit of current billing for accuracy;
4. Addition & deletion of meters/accounts/sites;
5. Quarterly report on usage and compliance by awarded electric power provider; at a negotiated fee of $40K (11 @ $3,333.33 plus 1 at $ 3,333.37)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415--115-002-0-899

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

BUDGETARY IMPACT:

Once Option A or Option B is approved in Commissioners Court, an emergency transfer will be prepared from Co Wide Adm-Contingency in the appropriate amount.
Funds available; pending emergency transfer.

Attachments

Insurance-TX Energy Cons.
Fee Schedule Option 1 and 2
Legals Review
contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/13/2015 12:27 PM
Budget & Management	Veronica Ortiz	08/13/2015 02:03 PM
Manuel Chapa	Manuel Chapa	08/14/2015 04:10 PM
Auditor's Office	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Yolanda Velasquez Started On: 08/04/2015 10:53 AM
Final Approval Date: 08/14/2015

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2015

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
Allstate Insurance
2518 West Freddy Gonzalez Dr.
Edinburg, TX 78539

CONTACT NAME: Xavier Pena
PHONE (A/C, No, Ext): 956-387-0107 **FAX (A/C, No):** 956-387-0891
E-MAIL ADDRESS: xavierpena2@allstate.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Texas Energy Consultants
2516 West Freddy Gonzalez Dr.
Edinburg, TX 78539

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	
	[X] COMMERCIAL GENERAL LIABILITY			494349801981			EACH OCCURRENCE	$ 500,000.00
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
					07/01/14	06/30/16	MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000.00
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY			873275162			COMBINED SINGLE LIMIT (Ea accident)	$ 500,000.00
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS				07/01/14	06/30/16	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			G-28362123897			[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] N/A						E.L. EACH ACCIDENT	$ 500,000.00
	(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
Attn: Purchasing Dept
2812 Highway Bus 281
Edinburg, TX 78539

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

AUTHORIZED REPRESENTATIVE

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TEXAS ENERGY CONSULTANTS

Edinburg Office
2516 West Freddy Gonzalez Dr.
Edinburg, TX 78539
956-207-3644

PROPOSED FEE SCHEDULE

Texas Energy Consultants is prepared to offer **TWO** different fee schedules, for review of which, one can be decided upon by Hidalgo County.

A. **Option 1**: Flat rate fee schedule of $30,000 per year with monthly billings of $2,500 per month for the duration of the term of the retail energy contract approved by Commissioners Court.*

Scope of Work for this schedule includes the objective of competitively securing the lowest possible energy market price by:

1. Drafting the bid parameters for equality & completion of pricing offers.
2. Promote offers from state energy companies that are aggregators, cooperatives, State GLO program, independents such as STAP, etc.
3. Conduct an objective & quantitative analysis of bids.
4. Receive, tabulate & analyze submittals. Such as pricing parameters, contract parameters such as hidden fees or costs, "blend & extend", market fluctuations & pricing adjustments, etc.
5. Prep bid tab grid for presentation to Comm Court, i.e. top 3 or 4
6. Make presentation & recommendation to Court.
7. Ensure contract implementation with all meters included.
8. Initial review of first three months of monthly billings & audit to ensure contract parameters & pricing are being met based on negotiated agreement.
9. Assist with meter additions or deletions throughout term of the agreement.

*Payment for term of the energy contract is a common industry practice recognized by all retail energy providers.

TEXAS ENERGY CONSULTANTS

Edinburg Office
2516 West Freddy Gonzalez Dr.
Edinburg, TX 78539
956-207-3644

PROPOSED FEE SCHEDULE

B. **Option 2**: Flat rate fee schedule of $40,000 per year with monthly billings of $3,333 per month for the duration of the term of the retail energy contract approved by Commissioners Court.*

Scope of Work for this schedule includes the objective of competitively securing the lowest possible energy market price by:

1. Drafting the bid parameters for equality & completion of pricing offers.
2. Promote offers from state energy companies that are aggregators, cooperatives, State GLO program, independents such as STAP, etc.
3. Conduct an objective & quantitative analysis of bids.
4. Receive, tabulate & analyze submittals. Such as pricing parameters, contract parameters such as hidden fees or costs, "blend & extend", market fluctuations & pricing adjustments, etc.
5. Prep bid tab grid for presentation to Comm Court, i.e. top 3 or 4
6. Make presentation & recommendation to Court.
7. Ensure contract implementation with all meters included.
8. Assist with meter additions or deletions throughout term of the agreement.
9. Review of monthly billings & audits on a quarterly basis to ensure contract parameters & pricing are being met.
10. Review & audit of previous year's monthly billing for inaccuracies, energy demand load adjustments, etc.
11. Review & audit of pricing adjustments, fees & TDSP charges.
12. Secure reimbursements for incorrect data, market adjustments or pricing inaccuracies that resulted from the billing audit & review of data.
13. Review & determine alternative energy solutions for the County. i.e. energy conservation & savings, alternative energy solutions such as solar, L.E.D., & renewable.

*Payment for term of the energy contract is a common industry practice recognized by all retail energy providers.

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

Fwd: Draft Service Contract for "Professional Energy Consultant Services"

From : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us> Thu, Jan 22, 2015 12:55 PM

1 attachment

Subject : Fwd: Draft Service Contract for "Professional Energy Consultant Services"

To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

Ms. Yoli,

See recommended changes by Mr. Crain on the Consulting Svcs draft agreement for Energy Consulting Svcs

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Steve Crain" <scrain@atlashall.com>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Thursday, January 22, 2015 11:13:39 AM
Subject: RE: Draft Service Contract for "Professional Energy Consultant Services"

Please change the word “termination” in numbered paragraph 23 to “terminate”.

From: Darlene H. Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]

Sent: Thursday, January 22, 2015 10:54 AM
To: Stephen L. Crain
Cc: Yolanda Velasquez; Martha Salazar
Subject: Fwd: Draft Service Contract for "Professional Energy Consultant Services"

Good Morning Mr. Crain,

In regard to the recommended changes to the draft consulting services contract which reads as follows;

Consultant(s) agrees to provide the County the consulting services required by Hidalgo County in connection with “Professional Energy Consultant Services” (the Project”)
pursuant to Article 262.024 “The Professional Service Procurement Act”, Texas Local
Government Code.

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 59(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, Sec. 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, Sec. 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, Sec. 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, Sec. 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 442, Sec. 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, Sec. 1, eff. June 15, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1272 (H.B. 3517), Sec. 3, eff. September 1, 2007.

If I recall, the above-referenced section 262.024 Texas Local Government Code does not mention Consulting services or the Professional Services Procurement Act, nor does Consulting services fall within the category of the Act, is this an error, please advise

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Thursday, January 22, 2015 10:40:04 AM
Subject: Fwd: Draft Service Contract for "Professional Energy Consultant Services"

Hello,

As per our conversation and our concern, attach please find "Contract for Consulting Services" with changes recommended by legal made.

Please forward to legal for review as to form.
Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Thursday, January 22, 2015 9:50:49 AM
Subject: FW: Draft Service Contract for "Professional Energy Consultant Services"

Good morning Yolanda:

See the attached pdf doc989 with Mr. Crain's proposed changes. Please call our office if you have any questions.

Thank you,
Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

cid:8200F955-38AE-4A9E-B278-6C48CC4C105

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, January 22, 2015 9:11 AM

To: Steve Crain
Subject: Fwd: Draft Service Contract for "Professional Energy Consultant Services"
Importance: High

Good morning Mr. Crain,

As per directive, attach please find copy of "Draft Consulting Contract" for your review. Please advise.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Stephen L. Crain" <scrain@atlashall.com>
Cc: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Tuesday, January 20, 2015 4:28:26 PM
Subject: Fwd: Draft Service Contract for "Professional Energy Consultant Services"

Mr. Crain:
Enclosed for your review & comment is the procurement packet for the already approved for advertising project: Professional Energy Consultant Services. We need your recommendation as to the appropriate form of agreement (draft attached) and have also provided 2 samples of Exhibit C. One with PL and one without. The first ad will publish this Saturday, Jan. 24th. We await your response and any recommendations so as to prepare the packets for distribution.
Thanks,
Marty S.

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Tuesday, January 20, 2015 3:59:07 PM
Subject: Fwd: Draft Service Contract for "Professional Energy Consultant

Services"

Good afternoon Mrs. Marty,

As per conversation, I have attached a copy of the insurance requirements for legals review/recommendation.

Thanks
Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Tuesday, January 20, 2015 2:43:20 PM
Subject: Fwd: Draft Service Contract for "Professional Energy Consultant Services"

Ms. Marty,

Has Mr. Crain responded or provided information on the above-mentioned draft contract and suggested insurances? Yoli has advised me the 1st ad is pending to be advertised this coming weekend (January 24th), please advise

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

Cc: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Friday, January 16, 2015 2:01:54 PM
Subject: Fwd: Draft Service Contract for "Professional Energy Consultant Services"

Ms. marty,

Attached you will find a draft consulting services agreement previously utilized for consulting services project. This particular draft agreement would be for the Consulting Svcs related to Energy Consulting requested by the County Judges office. Additionally attached you will find the requirements for the project for Mr. Crain's review.

Yoli has advised me the project will advertise commencing tomorrow (January 17th & 24th), however, the draft will be included in the packets to be distributed after Monday.

Also, would these types of services require higher limits of insurance coverages other than Exhibit "c", please advise

Respectfully,

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2808 S. Business Highway 281
Edinburg, TX. 78539

Phone: 956-292-7000 x-4852
Fax: 956-292-7612

website: www.co.hidalgo.tx.us/purchasing

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Friday, January 16, 2015 1:22:24 PM
Subject: Draft Service Contract for "Professional Energy Consultant Services"

Good afternoon Mrs. Darlene,

Can you please forward to legal "Draft Contract" for above mentioned project for review as to form.

Thanks

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

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5 KB

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-15-028-08-18

THIS AGREEMENT is made on the **18th** day of **August**, **2015** by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and **Texas Energy Consultants** a resident of (Hidalgo County, Texas) (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant(s) has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant(s) agree as follows:

1. Consultant(s) agrees to provide the County the consulting services required by Hidalgo County in connection with **"Professional Energy Consultant Services"** (the Project") pursuant to Article 262.024 "The Professional Service Procurement Act", Texas Local Government Code. The County requested proposals form professional consultants to assist the County to providing consulting services for the Project. The services include, but are not limited to, the items listed on Exhibit "A", which is attached and made a part of this Contract.

2. Consultant(s) will report any problems or recommended changes in the Implementation of **"Professional Energy Consultant Services"** to Hidalgo County.

3. As consideration for services of Consultant(s) described herein, County agrees to

pay Consultant(s) the fees as outlined in Exhibit "B", which is attached to and made a part of this Contract.

4. Consultant(s) must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant(s) represents and maintains that he is an independent Consultant(s) and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Consultant(s) agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. County and Consultant(s) agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Consultant(s) at the time of termination under this Contract will be due and payable to Consultant(s) within thirty (30) days following the time of contract termination.

6. Consultant(s) may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant(s) agrees to comply with the Title VI of the Civil Rights Act of 1964.

8. The term of this Contract shall commence **August 18, 2015** and terminate August **17, 2017** with Hidalgo County's option to extend one (1) additional year. If within 90 days of retail electric services contract expiration the County, at County's option, elects to renew or extend the electric provider agreement with the same terms and conditions subject to market price, then Consultants contract will extend for the same period as the retail electric services contract.

9. Notice. 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 be either be (i) personally against a written receipt, or (ii) sent by registered or

certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County:	County of Hidalgo, Texas Attn: County Judge 100 East Cano St, 2nd Floor Edinburg, Texas 78539
If to Consultant(s):	Texas Energy Consultants Attn: Robert Peña Jr. 2516 West Freddy Gonzalez Dr Edinburg, Texas 78539

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

10. Conflict with Applicable Law. Nothing in this Consultant(s) shall be construed so as to require the commission of any contrary to law, and whenever this 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 hereof, 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 extend necessary to bring them within the legal requirements and only during the time such conflict exists.

11. 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.

12. Entire Agreement. This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant(s) and not otherwise.

13. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

16. Assignment. This Agreement shall not be assignable; provided, however, that Consultant(s) may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant(s) is not excused from and/or does not delegate its duties hereunder.

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

18. Gender and Number. 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.

19. Authority to Execute. The execution and performance of this Contract by

County and Consultant(s) have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant(s) in accordance with its terms.

20. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant(s) warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant(s) has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. 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 the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant(s). 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 provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Consultant(s) agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant(s) or the acts or omissions of Consultant(s) employees, agents or other representatives, including the violation of any law or

regulation related to Consultant(s)'s duties under this Agreement.

To the extend permitted by applicable law, County agrees to indemnify and hold Consultant(s) harmless from any loss, costs, liabilities or damages which are incurred by Consultant(s) which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

23. Representation and Warranties. Consultant(s) represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. In the event any representation or warranty of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to terminate this Contract, for cause, in the manner herein provided. Consultant(s) acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant(s) as herein contained as a material inducement to County to enter into the Contract.

EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON_____, 2015.

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P

By:_____
Stephen L. Crain

Date:_____

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia , County Judge

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date: _____

TEXAS ENERGY CONSULTANTS

By:_____

Printed Name: Robert Peña Jr.
Title: Owner
Date:_____

AI-50137 **Purchasing Department** **20. A. 7.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Under the current contracts for HC Cafeteria Plan, discussion and action on current options [two (2), one (1) year renewals] based on re-negotiation of rates of Pre-Tax Section 125 Voluntary Insurance Products and COBRA Administration Services/Cafeteria Plan for eligible Hidalgo County Employees; **OR, IN THE ALTERNATIVE,**

B. Requesting authority to advertise (including the authority to re-advertise the project in the event that no proposals are received and/or rejected and project is still required) and approval of the basic packet [i.e., legal notice, requirements, scope of services, evaluation criteria] with determination of final items listed below for completion of the procurement documents including but not limited to,
1. Number of agents acceptable to Hidalgo County: one [1] or two [2];
2. Agent employee assigned to HC on a schedule basis [as determined by Commissioners Court] to provide services to HC-DBM Employee Benefits Division [in addition to required enrollment period] as well as participating employees on all aspects of pre-tax products;
for the "Hidalgo County-Section 125 Voluntary Insurance and COBRA Administration Services including but not limited to Pre-Tax Products" listed:
a. Accidental
b. Cancer
c. Combined Short and Long Term Disability (Post-Tax)
d. Critical Illness
e. Dental
f. Vision
g. Life Insurance-Changed from Universal to Whole Life (Post-Tax)
C. Selection/designation/assignment of evaluation committee to score, grade and evaluate RFP responses as submitted by participants to the RFP-Hidalgo County-Section 125 Voluntary Insurance Products and COBRA Administration

Services.

BACKGROUND

NOTE: Current term expires: 12/31/15

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

County has no fiscal/direct budgetary expense as it is strickly a voluntary employee paid program.

Attachments

Legal Notice
Draft RFP
email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/13/2015 10:29 AM
Budget & Management	Veronica Ortiz	08/13/2015 02:03 PM
Auditor's Office	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Vangie Garcia		Started On: 06/16/2015 04:40 PM
Final Approval Date: 08/14/2015		

REQUEST FOR PROPOSALS (RFP)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Section 125-Voluntary Insurance Products and COBRA Administration Services"

Voluntary Accident Plan, Voluntary Cancer Plan, Voluntary Combined Short & Long Term Disability Insurance, Voluntary Critical Illness Plan, Voluntary Dental Plan, Voluntary Vision Plan, Voluntary Whole Life Plan and COBRA Administration Services

RFP No.: 2015-221-00-00-SMA

RFP Due Date: **_____, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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1. Sealed Proposals will be received for "HIDALGO COUNTY-***Section 125 Voluntary Insurance Products COBRA Administration Services"*** (Including all funding sources, programs, and entities)**,** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 Proposals.

2. **One (1) original, seven (7) copies** of all **Proposals** and **(2) CDs in PDF Format** are required with the proposers 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, ***RFP No:- 2015-221-00-00-SMA-"HIDALGO COUNTY-Section 125 Voluntary Insurance Products",*** 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, September , 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL 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 PROPOSAL.

   Hidalgo County reserves the right to refuse and reject any/all Proposals 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 Proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all Proposals submitted and further reserve the right to design the evaluation criteria to be used in selecting the lowest and best Proposal for approval. Receipt of any Proposal shall under no circumstances obligate County to accept the lowest dollar Proposal. The award of this contract shall be made to the responsible offeror whose Proposal 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 Proposals 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 Proposal and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the Proposal.

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, Proposers are required to include illustrations, specifications, explanation of warranties, and service data with their Proposal including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced Proposal opening.

8. County reserves the right to accept or reject any or all Proposals.

9. Any interpretations, amendments, corrections or changes to this Proposal 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 Proposals. Proposers shall acknowledge receipt of all addenda as a part of their Proposal.

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 Proposal 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-*"Section 125 Voluntary Insurance Products COBRA Administration Services"*, (Including all funding sources, programs, and entities)",**
  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**

Proposal Opening, 9:30 A.M.	**September 00 , 2015**
Award of Contract:	**, 2015**
Commence Work or Products:	

16. **HIDALGO COUNTY HOLIDAYS:**

2015 YEAR	
New Year's Day	**01/01/15**
Martin Luther King Day	**01/19/15**
President's Day	**02/16/15**
Good Friday	**04/03/15**
Memorial Day	**05/25/15**
Independence Day	**07/03/15**
Labor Day	**09/07/15**
Columbus Day	**10/12/15**
Veteran's Day	**11/11/15**
Thanksgiving Day	**11/26/15 and 11/27/15**
Christmas Day	**12/24/15 and 12/25/15**
New Year's Eve	**12/31/15**

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 Proposers 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 Proposal, 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 material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

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 Proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **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 RFP 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.

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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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or Proposal 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 Proposers: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a Proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the Proposal;
- 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 Proposal 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 to 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 Proposals 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. Proposers shall provide with the Proposal 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. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the Proposal as none conforming.

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Request for Proposals
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Section 125 Voluntary Insurance Product Insurance and COBRA Administration Services"

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 Proposal, 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 Proposal Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all Proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best Proposal.

Respondent agrees that this Proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Proposals, as contained in the Requirements.

Respectfully Submitted,

FIRM: _____

ADDRESS: _____

BY: _____

PRINTED NAME: _____

TITLE: _____

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EXHIBIT "A"

Requirements

Request for Proposals (RFP)
for

HIDALGO COUNTY

(Including all funding sources, programs and entities)

"Section 125 Voluntary Insurance Products"

Voluntary Short & Long Term Disability Insurance, Voluntary Dental, Voluntary Vision, Voluntary Cancer Plan, Voluntary Accident Plan, Voluntary Critical Illness, Universal and Whole Life Policy, COBRA Administration,

RFP No.: 2015-221-00--00SMA

Effective Date: January 01, 2016

Proposals Due: _____, 2015 at 9:30 a.m.

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Hidalgo County is inviting for sealed proposals from qualified Insurance Carriers to provide insurance benefits for its employees and employee's dependents for Section 125 Voluntary Insurance Products including but not limited to: Voluntary Combined Short & Long Term Disability Insurance, Voluntary Dental, Voluntary Vision, Voluntary Cancer Plan, Voluntary Accident, Voluntary Critical Illness, Voluntary Universal and Whole Life Policy and COBRA Administration.

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of ***"Section 125 Voluntary Insurance Products"*** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, July00 2015.** **ANY RFP's RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The Hidalgo County Drainage District No. 1 Board of Director's, may, at their option, utilize the ***"Section 125 Voluntary Insurance Products"*** provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the firm(s) selected as the Provider(s) are the same as the ones selected by Hidalgo County, the Provider(s) shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

The Hidalgo County Appraisal District Board of Directors may, at their option, utilize the ***"Section 125 Voluntary Insurance Products"*** providers selected by Hidalgo County for Hidalgo County Appraisal District Board of Directors. Should the Board of Director's of Hidalgo County Appraisal District decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the provider shall offer Hidalgo County Appraisal District the same terms and provisions as it offers Hidalgo County.

The Hidalgo County Community Service Agency Board of Directors may, at their option, utilize the ***"Section 125 Voluntary Insurance Products"*** providers selected by Hidalgo County for Community Service Agency Board of Directors. Should the Board of Director's of Hidalgo County Community Service Agency decide the firm selected as the Provider is the same as the one selected by Hidalgo County, the provider shall offer Hidalgo County Community Service Agency the same terms and provisions as it offers Hidalgo County.

The following outlines the Request for Proposals:

SECTION I
GENERAL TERMS AND CONDITIONS

PROPOSER'S AFFIDAVIT:
Respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit "E") certifying 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 BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess cost occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposals (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict the submitter's ability to comply with. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFP DELIVERY:
Hidalgo County requires submitters, when hand delivering sealed proposals, to have a Purchasing Department representative time/date stamp and initial the sealed envelope and/or sealed package.

SIGNING OF PROPOSALS:
In order to be considered all proposals **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- ASSIGNMENTS:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

EMPLOYEE ENROLLMENT:
In the event that a provider has not been awarded by the time the County has scheduled open enrollment, then upon Commissioner's Court approval of proposal award, the awarded number one ranked provider(s) must commence enrollment immediately.

Awarded number one ranked provider must make arrangements under the direction of Insurance Division of Benefits through point of contact, Flora Vazquez, Employee Benefits Director at (956) 318-2663 or email address: flora.vazquez@co.hidalgo.tx.us

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SECTION II
RFP REQUIREMENTS:

Please review this document in its entirety. Be sure your proposal is complete, and double check that all forms and worksheets required to be submitted with your proposal are filled out completely.

EXPERIENCE /QUALIFICATIONS:
Proposers shall posses the following experience, including but not limited to:

- Must have previous experience within the State of Texas, and will furnish bona fide references within their proposal to substantiate this experience;
- Must provide proof of financial stability to ensure continued services throughout the contract term.
- Proposer certifies they are a duly qualified, capable, bondable business entity, and have not filed for bankruptcy, and that they are not in receivership, nor contemplates the same.
- Specific experience with public entities in the area.
- Must have the personnel level and equipment necessary to provide immediate service and ensure minimal "down" time.

REQUEST FOR PROPOSAL:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP unless otherwise determined by Hidalgo County.

CONTENTS:
The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING THE PROJECT:
This section should demonstrate the submitter'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.

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.

Hidalgo County prefers an office located within Hidalgo County. (Physical location, address and telephone number to be specified) Agent will not be selected by Hidalgo County.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses (current) and certifications as required by the Texas Department of Insurance. Hidalgo County requires proposers to include copies of their Professional Liability Insurance as stated in Exhibit C herein.

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TERM OF CONTRACT:
Hidalgo County is seeking a three **(3) year rate guarantee contract period with benefits favorable to the county. The County shall have the option** to terminate during the term of the contract, or at each anniversary date, with cancellation provisions (except for non-payment).

Hidalgo County reserves the right to continue the awarded proposals under the same rates, terms and conditions for an additional sixty (60) day Grace Period at the end of the contract term in the event new providers have not been awarded, for non-renewal or plan changes. **All products must be guarantee issued during open enrollment period**.

Hidalgo County reserves the right to terminate the contract at the expiration of each budget period. The contract will be for current revenues only in accordance with Texas Local Government Codes Ann. 271.903 (Vernon Supp. 1996).

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the vendor and no reimbursement for such charges or expenses shall be passed onto Hidalgo County, Hidalgo County Drainage District#1 or Hidalgo County Appraisal District, **Hidalgo County Community Service Agency** and any other applicable programs and agencies under Hidalgo County.

SCOPE OF SERVICES:

Hidalgo County is requesting sealed proposals from insurance carriers to provide all the ***"Section 125 Voluntary Insurance Products"*** to the employees and employees' dependents. The insurance contract will encompass all project-related insurance services/products to the County of Hidalgo. Hidalgo County Drainage District No.1, Hidalgo County Appraisal District and/or **Hidalgo County Community Service Agency**, and any other applicable programs and agencies under Hidalgo County including, but not limited to, the following:

PART I:

Section 125 Voluntary Insurance Products:

A.) VOLUNTARY PRODUCTS:

Combined Short Term and Long Term Disability, Dental, Vision, Cancer, Accident, Critical Illness, **Universal and Whole Life Policy**(Disability Insurance and Life Insurance are not Section 125 Products.)

1. Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County;
2. Proposals are to be submitted on the basis of the specifications contained herein. Each proposing company will be required to complete the specific attachment requested. Alternate proposals will also be considered, provided the alternatives are clearly marked as alternates and are clearly explained. All deviations from the specifications must be clearly identified and explained;
3. The information contained herein is believed to be accurate and up-to-date, but is not intended to be an express or implied warranty;
4. The Hidalgo County employs approximately **3,800** employees;
5. No electronic, telephone, or fax proposals will be accepted. Sealed Proposals will only be accepted if delivered by U.S. Postal Service, Federal Express, UPS, hand delivery, etc. Hidalgo County will not

be responsible for missing, lost, or late mail. **Any proposals received after the time set for opening will be returned to the proposer unopened at the submitters expense**;

B.) LEGAL

All parties submitting proposals are expected to comply with federal, state and local insurance laws and regulations relative to the preparation and submission of insurance proposals. Specifically, the services to be provided are expected to be in compliance with the Americans with Disabilities Act (ADA), insurance laws and insurance regulations. All proposals that are submitted will be presumed to be in compliance with all applicable laws.

C.) NUMBER OF COPIES TO BE SUBMITTED:

1) Proposals are to be submitted in a sealed envelope and/or sealed package clearly labeled:

Project No.: RFP No.: 2015-221-00-00-SMA
Hidalgo County-"*Section 125 Voluntary Insurance Products*"

Please submit one (1) ORIGINAL and seven (7) COPIES and TWO (2) CD's of your proposals to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

2) **RFP QUESTIONS AND ANSWERS:**
Written Questions will be accepted via email to sandra.montalvo@co.hidalgo.tx.us,BY NO LATER THAN **Monday, JULY , 2015 at 5:00 P.M.** Responses will be sent to all applicants via email by no later than **Wednesday, August 2015 at 5:00pm.** TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) HIDALGO COUNTY reserves the right to provide copies of all correspondence relevant to this assignment to interested participants.

D.) TIME FRAME

1) The RFP requirements and/or specifications will be available to interested parties on/after, Tuesday, **July 14, 2015 at 3:00 P.M.????**

Hidalgo County Purchasing Department
New Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

2) The sealed envelopes and/or sealed packages will be opened in public at **9:30 a.m. on , 2015**. The sealed envelopes and/or sealed packages shall be opened in a manner to avoid disclosure of

contents to competing vendors and the contents shall be kept confidential during the process of proposal negotiations.

3) **CONTRACT EFFECTIVE DATES ARE AS FOLLOW:**

a.	**January 1, 2016**	**December 31, 2016**
b.	**January 1, 2017**	**December 31, 2017**
c.	**January 1, 2018**	**December 31, 2018**

E.) PROPOSALS

1) Each party submitting a proposal is asked to screen their designated proposals for correctness and compliance with the specifications. A good understanding of your products is a must. A narrative summary of all deviations from the RFP specifications is required as part of your proposal (if applicable). A detailed explanation and description of price quotation deviations should be submitted as well.

   Requests for interpretation of the requirements will be provided by Flora Vazquez, Employee Benefits Director. All such responses will be made in writing. Oral explanations will not be binding

2) The contents of the proposals shall be kept confidential during the process of negotiations. After the insurance contracts are awarded, all proposals will be available for public inspection. Any trade secrets and confidential information shall be so labeled to avoid public disclosure of such information.

3) Hidalgo County may issue an addendum(s) of this proposal by email and/or by fax. Proposals shall include name and fax number of the person to whom addenda should be sent.

4) **Hidalgo County is accepting only one (1) proposals per insurance carrier with only one(1) agent selected by the carrier**

   Agent selected by the carrier must provide must provide a brief summary outlining their ability to perform services to the county

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F.) PLAN DESIGNS-*REQUIREMENTS AND SPECIFICATIONS:*

All products should be on a "No Loss-No Gain Basis" provisions for pre-existing conditions. **(County does not want any employee to either lose credit for satisfying or partially satisfying the carrier's pre-existing conditions limitations)**

- **Each product must include a summary of benefits along with the proposal.**
- **Each plan must be identified by name of plan and tabulated.**

1) **The Disability-Combined Short Term and Long Term** should be income replacement insurance with different options of elimination periods and benefit periods, i.e., educator/political subdivision plans. Hidalgo County desires an income replacement plan with various periods and maximum benefit periods. Hidalgo County desires this benefit to be offered on a guarantee issue basis annually with no evidence of insurability second year and beyond. Your company definition of disability is required. **Your company must define pre-existing provisions in proposal.** We are seeking at minimum a three (3) year own occupation definition-along with offset requirements. We are requesting at minimum a three (3) year rate guarantee.

2) **The Dental Plans** offered should include a high and low option. High option must be an Indemnity Plan, while the low option can be either a PPO or a Scheduled type plan. Plans should offer a $25 and/or a $50 deductible, with endodontic and periodontal services paid at the basic benefit level. Plans should include both child and adult orthodontics. Maximum benefits should start at no less than $1000 per year with an annual rollover benefit type feature. **With no waiting periods preferred for basic and major services including orthodontic. Dental plan should be covered outside of the United States.** Request at minimum three (3) year rate guarantee.

3) **The Vision Plan** should include a 12-month Exam–12-month Frames-12–month Lenses option with and without eye exam Copay and with and without materials Copay. We are requesting at minimum a $50 wholesale/$130-$150 retail on frames and $130 minimum on contacts. **Vision Plan should be covered outside the United States.** We request at minimum three (3) year rate guarantee.

4) **Cancer Plan** must be submitted with a high/low option. This product must be offered on a guarantee issued basis **with pre existing conditions waived every year. Your company must explain Pre-Existing Provisions.** Request at minimum three (3) year rate guarantee.

5) **Accident Plan** must be 24 hour coverage (on and off the job) and be submitted with a high/ low option. This product must be offered on a guarantee issued basis for **every year.** Request at minimum three (3) year rate guarantee.

6) **Critical Illness Plan** must be submitted with a high/low option. Requesting face amounts of $5,000 for the low plan and $10,000 for the high plan. This product must be offered on a guarantee issued basis every year. Request at minimum three (3) year rate guarantee.

7) **Universal and Whole Life Plan** must provide a quote for individual Universal and Whole life policies. Proposal should include options for spouse and/or dependent coverage.

G.) QUALIFICATIONS

- All companies (including agents) submitting proposals must be licensed by the State of Texas and have a demonstrated level of good performance with public entities in Texas. The Company and Agent must have an organization that has demonstrated the ability to deliver cost-effective service and efficient claims processing. ***Please enclose a list of at least (3) three past and (3) three current references within the past (5) five years, preferably county or city entities with your proposal your proposal.***

1. The Company and Agent must provide proof of Insurance for E&O Minimum of $1,000,000 required. **Please enclose a copy with your proposal.**

2. ***The Company must be recommended in the latest edition of A.M. Best's Life Insurance Reports with a general policyholder's rating of A or better. Please furnish the Best's policyholder rating for each company with which coverage is being quoted.***

3. The Company and Agent must have a willingness to commit to specified levels of performance for service and quality.

4. The Company and Agent must provide sufficient telephone service, preferably toll-free and local service, to handle inquiries directly from plan participants as well as Hidalgo County business officials.

5. The company must have the capability to provide loss run reports on a monthly basis and/or **as requested by the County**. Samples of standard financial and utilization reports should be provided in your proposal.

6. The selected Company and Agent must provide sufficient representatives and staff for County meetings and during the enrollment process.

7. The selected company should agree to submit monthly billings by employee and dependents showing separate dollar amounts for individual employee(s) and for each of the coverage(s).

H.) ENROLLMENT

1. The basis for **"take-over"** is as of **January 1, 2016**. Each selected provider will be expected to provide at least **(3) three trained enrollers to explain** benefit provisions during annual enrollment. The selected providers will also be responsible for providing enrollment materials prior to the employee benefit enrollment meetings. **The provider is responsible for paying enrollers a per diem rate and not the commissioned rates**

2. The County's enrollment system must be able to transmit to all selected vendors via EDI feed for products offered for plan year **including all voluntary insurance vendors and medical provider.**

3. The County's Enrollment system must be able to enroll an employee in your proposed plan of benefits.

4. The County shall be able to make changes to an employee's benefit election during each plan year. Information and changes shall be stored and be able to provide synchronization of enrolled data to a main data source.

5. Enrollers will be responsible for providing confirmations of elections and changes to the employee as opted, electronic or mailed copy.

6. Bilingual enrollers are mandatory for classified personnel assistance.

I.) OTHER REQUIREMENTS:

1) ONLINE ENROLLMENT SYSTEM:

The County's online enrollment system consolidates all of the County's core and Voluntary employee plans.

- Submit with your proposal your systems capabilities to comply this requirement.
- Include a specific detail description timeline using an effective date of all products effective **01/01/2016.**
- The County requires proposer to provide enrollers for the County's open enrollment period of at least **three (3) enrollers** are needed for a minimum of fifteen (15) working days.
- Enrollers will be compensated by selected/awarded provider and must be knowledgeable and capable of enrolling all voluntary products.
- **Proposer should submit the Agents qualifications to access County's Enrollment System, Benefits Connect. Enrollment System is provided at no additional cost to the County.**
- **Agent representing Insurance Carrier(s) awarded, must ensure that enrollers assigned be trained and ready for policy to be effective January 1, 2016**

J.) QUESTIONNAIRES AND WORKSHEETS

1) The questionnaires and worksheets provided in this RFP are designed to verify the Proposer's ability and willingness to meet various requirements and expectations about the services provided to Hidalgo County.

2) When responding to the worksheets please be concise yet specific with your answers. If a numbered question is adequately addressed in a section of your proposal, please reference that section, but still respond to question on the questionnaire. The response could be highlighted in the body of the proposal for further clarification.

K.) DISQUALIFICATION AND REJECTION OF PROPOSALS

Failure to comply with the requirements or the procedures set forth herein, or to satisfy the insurance and servicing criteria as set forth in the requirements, may result in disqualification. It is not intended that exceptions to the requirements will, in and of themselves, result in disqualification.

L.) AUTHORIZED SIGNATURE

Persons who have legal authority to represent the insurer and administrator to the services that are proposed must sign the proposal signature sheet.

M.) CONTINUITY OF COVERAGE

All employees and dependents covered by the current plans are to receive immediate coverage under any new plan selected. All products should be on a **"no loss-no gain basis"** provisions for pre-existing conditions.

N.) CONNECTIVITY

1. A mandatory requirement is that your company/carrier provide the technology for this benefit enrollment program to be effectively executed, and in a timely manner process the application of the products you are proposing on.

2. Participating carriers must be able to accept enrollment data via web-based enrollment system. The enrollment will be run on laptops and have the capability to send and receive data from the approved carrier's enrollment system data warehouse via electronic data information feeds.

3. The proposing system may require a pre-population of a census from the enrollment system or Excel file, which contains information about an employee. Some general demographic information will be provided to insure validation of current or elected coverage.

4. ***If you cannot meet our requirements you should decline as a proposing carrier.***

O.) RESPONSIVENESS

1. Your responsiveness and ability to provide Customer Service manage and participate in your portion of the open enrollment, including but not limited to, communications, reporting, policy issue and back end data files to set up payroll will be considered. The timeline for accomplishing this project is limited to 90 days and you must guarantee that your company/carrier will be able to have the enrollment eligibility loaded to Payroll by the deadline as described below.

P.) FOR INITIAL ENROLLMENT

1. Your proposal must identify all key personnel that will be assigned to administer your insurance product(s) with Hidalgo County. We request a local presence for agency support.

Q.) BILLING & RECONCILIATION

1) Hidalgo County will require a system that will allow for list billing format if requested. Electronic billing format data of covered members will include the type of product, social security number, first name, last name, monthly premium amount, volume if applicable and carrier/product specifics.

2) For current deductions, this information is needed by the 10th of the month. Billing will be reconciled to payroll deductions, identifying variances and communicated to the carriers for corrections for the following cycle. Remittance will be processed by the 10th day of the following month.

R.) ADDITIONAL REQUIREMENTS:

Attachments for each product proposal shall include the following items in this order and identified by TABS:

1) **INTRODUCTION LETTER OUTLINING ALL PRODUCTS BEING PROPOSED**
2) **NCLUDE LETTER OUTLINED THE ABILITY OF SELECTED AGENT TO PERFORM SERVICES WITH YOUR COMPANY**
3) Insurance Products must be binded and separated by TABS FOR EASY ACCESS
4) Company Full Benefit Description - include any and all waiting periods
5) Company Limitations and Exclusions Description
6) Specimen Policy
7) Underwriting Specifications for first year and thereafter
8) Pre existing condition clauses
9) Schedule of Rates-four tier rating structure

S.) **COMPANIES WITH AN A.M. BEST RATING OF A OR BETTER ARE PREFERRED**

T.) **ALL DATA DEVELOPED AND SUBMITTED IN CONNECTION WITH THIS RFP WILL BE CONSIDERED PROPERTY OF HIDALGO COUNTY.**

- Provide a timeline for implementation using an effective date of **January 1, 2016**

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PART II:

COBRA ADMINISTRATION SERVICES
(GROUP HEALTH PLANS)

OVERVIEW:

"Group Health Plans"–Includes any plan that is provided to the employees, former employees, or the families of such employees, through insurance or "otherwise". This includes many forms of arrangements such as insured plans, self-funded plans, and informal employer/employee arrangements:(i.e.)Major Medical Plans, Mental Health Plans, EAP Plans, Dental Plans, Vision Plans, Flexible Spending Accounts, HMP PPO Plans, Drug Programs, and Section 125 Plans."

I. COBRA ADMINISTRATION:

- Qualifying Event Submission–Report qualifying events online, instead of days via mail;
- COBRA Initial Rights Notice Submission–Accelerate the process of notifying newly covered employees and their families;
- Qualified Beneficiary Takeover Submission–Transfer existing participants to COBRA administrative services as soon as account is set up;
- Online Reporting–View entire account history online, including participant detail;
- Client Web Site Training Guide – Find answers to questions county might have concerning COBRA Administrative processes or procedures;
- COBRA Administration Guide-Find answers to questions county might have concerning COBRA Administrative processes or procedures;
- Online Resource Center-Review federal guidelines; have knowledge of latest IRS rulings, DOL opinions, and research current issues and court cases;

II. HIPAA ADMINISTRATION:

- Initial Rights Communications;
- Track, maintain and report activities for audit support;
- Prepare a tailored "address needed" communication requesting employee to notify employer of accurate address;
- Provide a duplicate Certificate of Coverage upon request up to 24 months from the loss of coverage;
- Track and respond to HIPAA inquiries;
- Bilingual customer support to assist participants;
- Prepare and distribute open enrollment, rate and carrier change communication for active employees and eligible dependents;

III. FOR PARTICIPANTS:

- **Online Elections**–Our secure online election process is protected by assigning a unique username and password, and is automated so beneficiaries can immediately use the Web Site.
- **View Account History**–Beneficiaries can access their entire account in real time and view elections, payments and plan history.
- **FAQ's**– Beneficiaries can mail monthly COBRA payments to the County's COBRA Administrator.

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IV. COBRA-Administration Questionnaire:

1. Will you provide timely initial notification of COBRA rights to new participants and qualified beneficiaries?

2. Will you shelter Hidalgo County from non-compliance penalties?

3. Will you provide timely and accurate eligibility and premium reporting?

4. Will you provide toll-free customer service line for qualified beneficiaries?

5. Will you ensure compliance with COBRA requirements?

6. Please provide a sample COBRA administration letter.

7. Will you provide COBRA participant notification as needed (qualifying events notification, notice of change of program i.e. changes in premium rates, billing changes in law, etc...)?

8. Will you monitor government legislation and communicate changes in the law to Hidalgo County and COBRA participants?

9. Will you collect COBRA premium and disburse to all vendors as appropriate?

10. Will you charge to 2% administrative surcharge (for disabled employees)?

11. Who retains the surcharge?

12. Will you handle the COBRA annual enrollment?

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SECTION III
SELECTION AND SCHEDULES

SELECTION PROCEDURES:
The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal(s) with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services and any other factors found necessary for quality service and further detailed herein under Exhibit- "B" Selection Criteria.

1) It is the responsibility of all vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all responses for accuracy before submitting a response.

2) Awards shall be made with reasonable promptness to the vendor(s) whose proposal best conforms to the invitation and will be the most advantageous to Hidalgo County with respect to conformity to the specifications and other factors.

3) It is not the policy of Hidalgo County to purchase on the basis of low price alone. In evaluating the proposals submitted for the items listed, the following considerations will be taken into account: price, the reputation of the vendor and of the vendor's goods or services; the quality of the vendor's goods or services; the extent to which the goods or services meet the county's needs; the vendor's past relationship with the county; the total long-term cost to the county to acquire the vendor's goods or services; and other relevant factor that a private business entity would consider in selecting a vendor.

4) The Hidalgo County Commissioner's Court, not withstanding any other provisions of this Request for Proposal (including all attached documents) expressly reserves the right to:

- Waive any insignificant defect or informality in any proposal procedure.
- Reject any or all proposals.
- Reissue a Request for Proposal.

5) **Hidalgo County's Enrollment will begin on or about September , 2015, for a January 1, 2016 effective date of coverage. Please be prepared to have sufficient enrollers prepared to enroll.**

SELECTION CRITERIA:

1. Hidalgo County reserves the right to reject any or all of the proposals, in whole or in parts; to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of Hidalgo County.

2. Proposals will be carefully evaluated for cost effectiveness, for coverage provisions, and for compliance with the coverage and servicing criteria contained in the specifications. The contract will be awarded to the responsible vendor who submits a superior but economical proposal based on the relative importance of the following selection criteria:

3. The evaluation criteria will include, but not limited to, the following:

   A.) **VENDOR QUALIFICATIONS** 30
   B.) **INSURANCE BENEFIT** (40
   C.) **CAPACITY TO PERFORM SERVICES AS OUTLINED ON THE RFP** (_30?)

PROPOSAL RANKING:
Evaluation Committee selected by Hidalgo County Commissioner's Court, Elected Official or User Department (Budget and Management-Employee Benefits Division) will review, score and evaluate the Request for Proposals (RFP's) received. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking for recommendation. Thereafter Hidalgo County Commissioners' Court and the Board of Directors will rank and/or award the proposals.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH SUBMITTAL:
Proposers are to provide a fee schedule **of the low/high per plan option if applicable,** on the scope of services and/or products.

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HIDALGO COUNTY
Agent Felony Conviction Notification
RFP Submission Form

State of Texas legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person of business entity that enters into a contract with a HIDALGO COUNTY must give advance notice to HIDALGO COUNTY if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a HIDALGO COUNTY may terminate a contract with a person or business entity if HIDALGO COUNTY determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. HIDALGO COUNTY must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Please check off one box and sign the form in the appropriate space(s)

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.

Agent's Name _____

Authorized Company Official's Name (Printed): _____

☐ A). My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
Signature of Company Official: _____

☐ B) My firm is not owned nor operated by anyone who has been convicted of a felony.
Signature of Company Official: _____

☐ C.) My firm is owned and operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s): _____
Details of Conviction(s): _____
Signature of Company Official: _____
Print Name: _____ Date: _____

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HIDALGO COUNTY
RFP Submission Form for All Product Lines

REFERENCES:

1) **Provide three (3) current, and three (3) former client references (preferably county or city entities):**

NAME OF CLIENT	CONTACT PERSON	PHONE NUMBERS	EMPLOYEE COUNT

HIDALGO COUNTY reserves the right to make any inquiry to any current and or former client whether or not the clients are identified by the offeror in this proposal.

PRICING AND PRODUCT SUMMARIES:

1) Please include pricing/cost per each product with your proposal in a CD.

PRODUCT SUPPORT: Please address and respond to the following: Yes or No

1) Your company has the ability to notify Payroll of closed applications within 30 days of rejections? _____

2) Your company has the ability to provide all letters and reports electronically? _____

3) Your company has the ability to provide electronic bill reconciliation to Hidalgo County? _____

4) Your company's proposed products, riders and amendments are currently filed and approved by the State of Texas? _____

5) Does your company currently have any legal actions pending on any of the products being proposed? _____

6) Does your Agency currently have any legal actions pending on any of the products being proposed? _____

7) Does your company have any actions brought against you by any State Department of Insurance for any of the products being proposed? _____

8) Does your company pay for enroller appointments? _____

9) Your company must disclose all commissions paid to any producer, GA or MGA in each quote submitted.

_____

10) What type of rate guarantees is available? _____

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11) What type of notice will you give before raising rates? _____

12) Under what circumstances can your company raise the rates in this proposal?_____

_____

_____

13) Will a Master Contract be issued to HIDALGO COUNTY?_____

14) Will semi-annual claims experience reports be provided to Hidalgo County?_____
If yes, provide sample of reports.

15) Are Dental and Vision services covered outside the United States?_____
If yes, please provide detail description of reimbursement to either providers or employees.

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HIDALGO COUNTY
Anti-Collusion Certification
RFP Submission Form

By submission of this proposal, the Proposer certifies that:

(1) This proposal has been independently arrived at without collusion with any other Proposer or with any competitor;

(2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other proposer competitor or potential competitor;

(3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;

(4) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the proposer as well as to the person signing in its behalf.

_____	_____
Company Name	Authorized Signature & Title
_____	_____
Address	Type Signatory's Name & Title
_____	_____
	Telephone Number
_____	_____
Federal I.D. #	E-mail address

SUBSCRIBED AND SWORN to before me by the above named_____

On the _____day of _____, 20____.

Notary Public in and for the State of _____

My commission expires:_____

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PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all General contract terms and conditions as set forth in RFP No.: **2015-221-00-00-SMA**

My signature also certifies that by submitting a proposal in response to the Request for Proposal, the offeror represents that in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Anti-Trust Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Texas.

I certify that I am authorized to sign as a representative for the offeror:

NAME OF OFFEROR: _____

ADDRESS: _____

FED. ID #: _____

SIGNATURE: _____

NAME (print): _____

TITLE: _____

TELEPHONE No: _____

FAX No: _____

DATE: _____

CONTACT NAME: _____

CONTACT TITLE: _____

E-MAIL ADDRESS: _____

TELEPHONE No: _____

FAX No: _____

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SUBMIT THIS FORM WITH YOUR PROPOSAL

AGENT INFORMATION:

HIDALGO COUNTY requests the insurance company submit one proposal through the named agent selected by the insurance company. Please provide the following information for the agent selected by the insurance company. Hidalgo County will accept only one (1) agent per proposal. If multiple agents are used HIDALGO COUNTY reserves the right to disqualify your quote submission. Please provide the following information for your selected agent.

a) **Copy of agent's E & O Insurance certificate.**_____

b) **Name/Address of agent:**_____

c) **Agent's experience with insurance company (Length of association, number of groups, Premium generated):**

_____

_____

_____

d) **Will a "Hold Harmless Agreement" with provisions comparable to those presented in the RFP specifications be executed? Yes _____ No_____**

e) **Selected agent must provide a brief outline of service sand confirmation of acceptance of all service required by this RFP**

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Attachment A:

Available in CD
(All in excel format)

Complete Employee Census
Current Disability Census
Current Dental Census
Current Vision Census

Current Carriers Experience, Brochures & Rates

(Complete RFP Packet in PDF only)

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Vision Plan
Please complete information below

Name of Carrier		
Plan Name		
AM Best Rating		
	In Network	**Out of Network**
General Information		
Examination Co-pay	$ _____ Co-pay	$ _____
Lenses and/or Frames Co-Pay	$ _____ Co-pay	$ _____
Frame Allowance	$ _____ Wholesale	$ _____ Retail
Standard Single Vision Lenses	$ _____ Co-pay	$ _____
Standard Bifocal Lenses	$ _____ Co-pay	$ _____
Standard Trifocal Lenses	$ _____ Co-pay	$ _____
Standard Lenticular Lenses	$ _____ Co-pay	$ _____
Progressive Lenses	$ _____ Co-pay	$ _____
Polycarbonate Lenses	$ _____ Co-pay	$ _____
Tint	$ _____ Co-pay	$ _____
Ultra Violet Coating	$ _____ Co-pay	$ _____
Scratch Resistant Coating	$ _____ Co-pay	$ _____
Anti-Reflection	$ _____ Co-pay	$ _____
Contact Lenses - Elective	$ _____ Co-pay	$ _____
Contact Lenses - Medically necessary	Paid in Full	$ _____
Exam/Lenses/Contacts/Frames Frequencies, ie, 12/12/12/12	___/___/___/___ months	___/___/___/___ months
Contact Lenses Fitting	$ _____ Co-pay	$ _____
Contact Lenses Follow Up	$ _____ Co-pay	$ _____
Lasik Benefit		

Tier	**Monthly Rates**
Employee Only	
Employee and Spouse	
Employee and Child(ren)	
Employee and Family	

Does the plan offers coverage outside the U.S.A? Please explain.

Overage Dependents	
What is the child maximum coverage age limit?	
How will overage dependent cancellation be treated?	
How and when will the County be notified of any overage dependent's cancellation?	
How and when will the County be notified of an employee's premium change due to overage dependent's cancellation?	

Voluntary Cancer Plans
Please complete information below

Name of Carrier		
Plan Name		
AM Best Rating		
	Low Plan	**High Plan**
General Information		
Initial Diagnosis		
Hospital Confinement		
Extended Benefits		
Intensive Care		
Bone Marrow or Stem Cell		
Drugs/Rx		
Physician Attendance		
Ambulance		
Blood and Plasma		
Physical Therapy		
New/Experimental Treatment		
Prosthesis		
Chemo/Radiation		
Surgical Procedure		
Waiver of Premium		
Portability		
Wellness/Cancer Reimbursement (same benefit for both plans)		
Tier	**Monthly Rates**	
Employee Only		
Employee and Spouse		
Employee and Child(ren)		
Employee and Family		
Define pre-existing provisions.		
Will the policy be a guarantee issue? Or will the employee be required to provide evidence of insurability form?		
Overage Dependents		
What is the child maximum coverage age limit?		
How will overage dependent cancellation be treated?		
How and when will the County be notified of any overage dependent's cancellation?		
How and when will the County be notified of an employee's premium change due to overage dependent's cancellation?		

Voluntary Accident Plans
Please complete information below

Name of Carrier		
Plan Name		
AM Best Rating		
	Low Plan	**High Plan**
General Information		
On and Off Job Coverage		
Accidental Death Benefit		
Employee/Spouse/Child(ren)	$_____/$_____/$_____	$_____/$_____/$_____
Common Carrier Accidental Death		
Disemberment		
Initial Hospital Accident		
Hospital Confinement - Accident		
Intensive Care - Accident		
Emergency Treatment		
Medical Expense Benefit		
Disability (Primary Insured)		
Specific Sum - Dislocations		
Specific Sum - Fracture		
Prosthesis		
Wellness Benefit		
Major Diagnostic Exams		
Surgical Procedure		
Accident Follow Up Treatment		
Waiver of Premium		
Portability		

Tier	**Monthly Rates**
Employee Only	
Employee and Spouse	
Employee and Child(ren)	
Employee and Family	

Underwriting Criteria:
Will the policy be a guarantee issue? Or will the employee be required to provide evidence of insurability form?
What is the time frame to submit an accident claim?

Overage Dependents	
What is the child maximum coverage age limit?	
How will overage dependent cancellation be treated?	
How and when will the County be notified of any overage dependent's cancellation?	
How and when will the County be notified of an employee's premium change due to overage dependent's cancellation?	

Voluntary Critical Illness Plans
Please complete information below

Name of Carrier		
Plan Name		
AM Best Rating		
Group Critical Illness	Low - $10,000	High - $15,000
General Information		
Employee	$10,000	$15,000
Spouse		
Child(ren)		
Initial Diagnosis		
Coronary artery bypass		
Heart Attack		
Invasive cancer		
In situ cancer		
Major organ transplant		
Renal failure		
Stroke		
Health Screening		
Portability		
Recurrance of a Diagnosis		

Monthly Rates		
	Employee Only Non Smoker	
Age Banded	$10,000	$15,000
18-35		
36-49		
36-49		
50-59		
60-64		
65-69		
70+		

	Employee Only Smoker	
Age Banded	$10,000	$15,000
18-35		
36-49		
36-49		
50-59		
60-64		
65-69		
70+		

Underwriting Criteria:

Is there a waiting period for any services? Please explain:

Will the policy be a guarantee issue? Or will the employee be required to provide evidence of insurability form?

Overage Dependents	
What is the child maximum coverage age limit?	
How will overage dependent cancellation be treated?	
How and when will the County be notified of any overage dependent's cancellation?	
How and when will the County be notified of an employee's premium change due to overage dependent's cancellation?	

Universal Life Plans
Please complete information below

Name of Carrier												
Plan Name					Universal Life Guaranteed Values				Universal Life Projected Values			
AM Best Rating									Assumed Interest Rate? %			
Sample Rates	Male Monthly Rate $10,000		Female Monthly Rate $10,000		Male Cash Value @ 65		Female Cash Value @ 65		Male Cash Value @ 65		Female Cash Value @ 65	
Sample Rates for Following Ages	Smoker	Non Smoker	Smoker	Non Smoker	Smoker	Non Smoker	Smoker	Non Smoker	Smoker	Non Smoker	Smoker	Non Smoker
<20												
25												
30												
35												
40												
45												
50												
55												
60												
65												
70												
75												
GUARANTEE ISSUE	AMOUNT		AMOUNT		AMOUNT		AMOUNT					
	?		?		?		?					
INCREMENTS												
Minimum	$ 10,000.00		$ 10,000.00		$ 10,000.00		$ 10,000.00					
Maximum Amount Guarantee Issue												
Maximum Amount with Insurability Questions												
Insurability Questions:												
DEPENDENTS												
Spouse Guaranteed Issue Limit												
Spouse Maximum												
Other Options												
Child(ren) Premium Amount												
Child(ren) Face Amount $,$$$												
Other												
PARTICIPATION REQUIRED	%		%									
RATE GUARANTEE												
RATE GUARANTEE to Age												
OPTIONS												
A D & D												
Accelated Death Benefit	Yes/No		Amount									
AD & D Seat Belt	Yes/No		Amount									
Conversion Life only	Yes/No		Amount									
Guaranteed Increase Benefit	Yes/No		Amount									
Suicide Clause	Yes/No		Waiting Period									
Waiver of Premium	Yes/No		To Age ?									
Portable	Yes/No		Rate?									
Long Term Care Rider	Yes/No											
Active At Work Provisions - Employee	Yes/No											
Active At Work Provisions - Dependent Spouse	Yes/No											
Active At Work Provisions - Dependent Child(ren)	Yes/No											
Other Options, please explain:												
Underwriting Criteria:												
Will the policy be a guarantee issue? Or will the employee be required to provide evidence of insurability form?												
Overage Dependents												
What is the child maximum coverage age limit?												
How will overage dependent cancellation be treated?												
How and when will the County be notified of any overage dependent's cancellation?												
How and when will the County be notified of an employee's premium change due to overage dependent's cancellation?												

Include Rate table if needed

Face amount if flat term rider

NOTES:

Whole Life Plans
Please complete information below

Name of Carrier					Universal Life Guaranteed Values				Universal Life Projected Values			
Plan Name									Assumed Interest Rate? %			
AM Best Rating												
Sample Rates	Male Monthly Rate $10,000		Female Monthly Rate $10,000		Male Cash Value @ 65		Female Cash Value @ 65		Male Cash Value @ 65		Female Cash Value @ 65	
Sample Rates for Following Ages	Smoker	Non Smoker	Smoker	Non Smoker	Smoker	Non Smoker	Smoker	Non Smoker	Smoker	Non Smoker	Smoker	Non Smoker
<20												
25												
30												
35												
40												
45												
50												
55												
60												
65												
70												
75												
GUARANTEE ISSUE	AMOUNT	AMOUNT	AMOUNT	AMOUNT								
	?	?	?	?								
INCREMENTS												
Minimum	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00								
Maximum Amount Guarantee Issue												
Maximum Amount with Insurability Questions												
Insurability Questions:												
DEPENDENTS												
Spouse Guaranteed Issue Limit												
Spouse Maximum												
Other Options												
Child(ren) Premium Amount												
Child(ren) Face Amount $,$$$												
Other												
PARTICIPATION REQUIRED	%		%									
RATE GUARANTEE												
RATE GUARANTEE to Age												
OPTIONS												
A D & D												
Accelated Death Benefit	Yes/No		Amount									
AD & D Seat Belt	Yes/No		Amount									
Conversion Life only	Yes/No		Amount									
Guaranteed Increase Benefit	Yes/No		Amount									
Suicide Clause	Yes/No		Waiting Period									
Waiver of Premium	Yes/No		To Age ?									
Portable	Yes/No		Rate?									
Long Term Care Rider	Yes/No											
Active At Work Provisions - Employee	Yes/No											
Active At Work Provisions - Dependent Spouse	Yes/No											
Active At Work Provisions - Dependent Child(ren)	Yes/No											
Other Options, please explain:												
Underwriting Criteria:												
Will the policy be a guarantee issue? Or will the employee be required to provide evidence of insurability form?												
Overage Dependents												
What is the child maximum coverage age limit?												
How will overage dependent cancellation be treated?												
How and when will the County be notified of any overage dependent's cancellation?												
How and when will the County be notified of an employee's premium change due to overage dependent's cancellation?												

Include Rate table if needed

Face amount if flat term rider

NOTES:

Hidalgo County
Evaluation Criteria
Section 125-Voluntary Insurance Products
RFP No.: 2015-221-00-00-SMA

The County will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. The evaluation criteria will include, but not be limited to the following:

EVALUATION FACTORS

1) VENDOR QUALIFICATIONS (30?)
   - Experience in industry
   - References
   - Proof of Financial Stability

2) **INSURANCE BENEFIT** (40?)
   - Ability to match existing benefits or improve
   - Provide Network
   - Claims Management Reporting
   - Turnaround time to process and pay claims

3) **CAPACITY TO PERFORM SERVICES AS OUTLINED ON THE RFP (_30?)**
   - Level of commitment to servicing the account
   - Bilingual staff accommodations
   - To interface capability of vendor's enrollment system with the County's enrollment system

Total Points: 100

The County will review all proposals for completeness. Those proposals found to be incomplete, or which fail to address the needs of the County as stated herein, will not be evaluated. Only those proposals furnished complete, with all required documentation, will be evaluated. Proposers are urged to initially submit their best offer.

The County will first evaluate the proposals on all factors other than cost. After a preliminary evaluation of the technical criteria, the cost factor? will be included in the evaluation process. The grid will be presented of to Hidalgo County Commissioner's Court/Board of Directors for ranking.

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

Re: Regular AI-50137 - Purchasing HC Cafeteria Plan

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, Aug 17, 2015 05:24 PM

Subject : Re: Regular AI-50137 - Purchasing HC Cafeteria Plan

To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>, Flora Vazquez <flora.vazquez@co.hidalgo.tx.us>

Cc : Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>, Raul Silguero <raul.silguero@co.hidalgo.tx.us>, Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>, evangelina garcia <evangelina.garcia@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, debbie tamez <debbie.tamez@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>, Angelica Tapia <angelica.tapia@co.hidalgo.tx.us>

Ms. Moni:
Please attach this e-mail to agenda item noted above.
Thanks
Marty S.

From: "Flora Vazquez" <flora.vazquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>, "Raul Silguero" <raul.silguero@co.hidalgo.tx.us>, "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>, "evangelina garcia" <evangelina.garcia@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "debbie tamez" <debbie.tamez@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>, "Angelica Tapia" <angelica.tapia@co.hidalgo.tx.us>
Sent: Monday, August 17, 2015 5:03:53 PM
Subject: Re: Regular AI-50137 - Purchasing HC Cafeteria Plan

Good afternoon Ms. Marty,

In the event that the court approves to renew with current carriers for year 2016, the rates will have to be renegotiated. The renegotiation of rates with the different carriers will be initiated by the agents. Obviously, the county will not start the process until Commissioner's Court makes a decision tomorrow. Thank you.

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>, "Flora Vazquez" <flora.vazquez@co.hidalgo.tx.us>, "Raul Silguero" <raul.silguero@co.hidalgo.tx.us>, "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
Cc: "evangelina garcia" <evangelina.garcia@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "debbie tamez" <debbie.tamez@co.hidalgo.tx.us>,

"Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>, "evangelina garcia" <evangelina.garcia@co.hidalgo.tx.us>, "Angelica Tapia" <angelica.tapia@co.hidalgo.tx.us>
Sent: Monday, August 17, 2015 4:42:58 PM
Subject: Re: Regular AI-50137 - Purchasing HC Cafeteria Plan

To All:
This is merely an item to ask CC to consider taking the option to re-negotiate. If they approve, then re-negotiations would need to take place with each awarded provider. I believe the benefits department will be addressing their recommendations to CC on whether to exercise the option to renew or not and why. That was my last understanding of the issue. I would presume that in the event of Ms. Flora's absence, DBM may be
making the comments to CC.
Yours truly,
Marty S.

From: "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>
To: "evangelina garcia" <evangelina.garcia@co.hidalgo.tx.us>, "Martha L. Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "debbie tamez" <debbie.tamez@co.hidalgo.tx.us>
Sent: Monday, August 17, 2015 4:30:56 PM
Subject: Regular AI-50137 - Purchasing HC Cafeteria Plan

Per the agenda caption for item A:

"discussion and action on current options [two (2), one (1) year renewals] based on re-negotiation of rates of Pre-Tax Section 125 Voluntary Insurance Products and COBRA Administration Services/Cafeteria Plan for eligible Hidalgo County Employees;"

Were the rates re-negotiated? If so, please attach documentation of the re-negotiated rates.

Thank you.

Linda Fong
First Assistant Auditor
Hidalgo County Auditor's Office

AI-50797 **Purchasing Department** **20. A. 8.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rudy Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024(a) 7, an item that can be obtained from only one source;

B. Approval of a "Sole Source Declaration" for Mobile Relays Partners, LTD for the provision of 2-Way, Digital and Analog UHF Radio Communication Service and other related services for Hidalgo County Elected Offices, Departments, Programs and/or Agencies (all funding sources);

C. Approval for Hidalgo County Elected Offices, Departments, Programs and/or Agencies to purchase Digital & Analog UHF Radio Communication Services as described above; offered only from Mobile Relays Partners, LTD and as Sole Source on an as needed basis and remaining in effect until otherwise revoked by HCCC.

D. Acceptance and approval of the following invoices for Pcts. 2 & 3 [attached herein along with authorized & issued Purchase Orders as supporting documentation] from Mobile Relays Partners, LTD.:

1. Precinct #3:

a. AIR0035086 - 06/01/15 - $1,169.82 - PO#719197

b. AIR0035214 - 07/01/15 - $1,169.82 - PO #s 727752, 727753 & Requisition #279771

c. AIR0035341 - 08/01/15 - $1,169.82 - Same as above

2. Precinct #2:

a. AIR0035339 - 08/01/15 - $ 30.00 - PO#719387

b. AIR0035342 - 08/01/15 - $ 36.00 - PO#718909

c. AIR0035340 - 08/01/15 - $ 137.97 - PO#719036

d. AIR0035338 - 08/01/15 - $ 890.90 - PO#719037

e. AIR0035344 - 08/01/15 - $ 79.99 - PO#718910

BACKGROUND

1. This declaration is to be in effect & retroactive to Hidalgo County's initiation of and as long as existing Hidalgo County Drainage District No. 1 - Repeater License is in effect, retroactive to when all 450Mhz UHF Radios were programmed & for all future radios programmed under Mobile Relays' Tower Frequencies, and as long as Mobile Relays maintains Digital & Analog, UHF Radio Coverage in all areas required by all Precincts namely from Rio Grande City to Brownsville and to the Northern County Line;

2. As for need to present pending and outstanding invoices to CC for action is based on Auditor's view and position that as billings exceeded the HCPP&P quote requirement for goods/services exceeding $1K, quotes were required. Thus processing of these could not move forward.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** Various

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

BUDGETARY IMPACT:

Budgetary expenditures are the responsibility of the individual end users.

All funding sources

1. Precinct #3:
a. AIR0035086 - 06/01/15 - $1,169.82 - PO#719197
b. AIR0035214 - 07/01/15 - $1,169.82 - PO #s 727752, 727753 & Requisition #279771
c. AIR0035341 - 08/01/15 - $1,169.82 - Same as above

2. Precinct #2:
a. AIR0035339 - 08/01/15 - $ 30.00 - PO#719387
b. AIR0035342 - 08/01/15 - $ 36.00 - PO#718909
c. AIR0035340 - 08/01/15 - $ 137.97 - PO#719036
d. AIR0035338 - 08/01/15 - $ 890.90 - PO#719037
e. AIR0035344 - 08/01/15 - $ 79.99 - PO#718910

Attachments

S.S. Affidavit
Mobile Relays G.M. Letter
Mobile Relays Coverage Map
FCC License

Backup Email Thread
S.S. Memorandum
Pct 3 M.R. Invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Monica Badillo	08/07/2015 01:09 PM
Purchasing Department	Monica Badillo	08/07/2015 01:11 PM
Budget & Management	Monica Badillo	08/07/2015 01:18 PM
Purchasing Department	Marty Salazar	08/13/2015 10:07 AM
Budget & Management	Veronica Ortiz	08/13/2015 02:05 PM
Manuel Chapa	Manuel Chapa	08/14/2015 04:02 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Rudy Salinas		Started On: 08/07/2015 11:39 AM
Final Approval Date: 08/14/2015		

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Jim Hanshaw. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Mobile Relays
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Four County Dispatch RADIO Network Digital + Analog UHF Providing Coverage RGC to BROWNSVILLE, Nth to Falfurrias
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature JHanshaw

SWORN AND SUBSCRIBED TO under oath before me on 5 day of August, 2015.

Janice S. Dudley
NOTARY PUBLIC

JANICE S. DUDLEY
MY COMMISSION EXPIRES
June 17, 2019

PRINTED NAME

MY COMMISSION EXPIRES

COMPANY NAME: Mobile Relays Partners, Ltd
ADDRESS, CITY, STATE & ZIP CODE: 515 So. 12th McALLEN, TX 78501
PHONE: _____ NUMBER: _____
CONTACT NAME AND TITLE: Jim Hanshaw GM
WEB ADDRESS www.mobilerelays.com EMAIL: jimhanshaw@mobilerelays.com
FEDERAL TAX ID NUMBER: 175299 68715 TEXAS SALES TAX NUMBER: _____

MOBILE RELAYS
P.O. BOX 1808 515 SOUTH 12TH ST. McALLEN, TEXAS 78505-1808
TEL 956-682-5224 OFFICE FAX 956-682-9957 SALES FAX 956-682-9114

July 21, 2015

Hidalgo County Purchasing
Mr. Rudy Salinas
2802 Business 281
Edinburg, Texas 78539

Re: Tower Lease and subscriber accounts

Mr. Salinas,

The Pending Charges reflected in your annual statement is the tower space lease for The Hidalgo County Drainage District No. 1 repeater. Your communication repeater is constructed on our 480-ft Tower located on North 10th Street next to Lowes in McAllen and operates through an Antenna Port that we provide for County use and is supported by our 500-ft Coax and antenna system for the agreed monthly fee. The going rate is $1.50 per foot rent when you provide your own coax and antenna so the rent is well below market value and saving you about a $10,000.00 investment to relocate.

This location and port is a sole source that we charge the County a $516.43 monthly fee but there may be other locations that could provide tower space for your own system to operate but coverage would change dramatically based on height and location and the County would be required to install their own antenna and coaxial to the desired height. You would also need to reapply for a License to operate at a location other than the present site as required by the Federal Communications Commission.

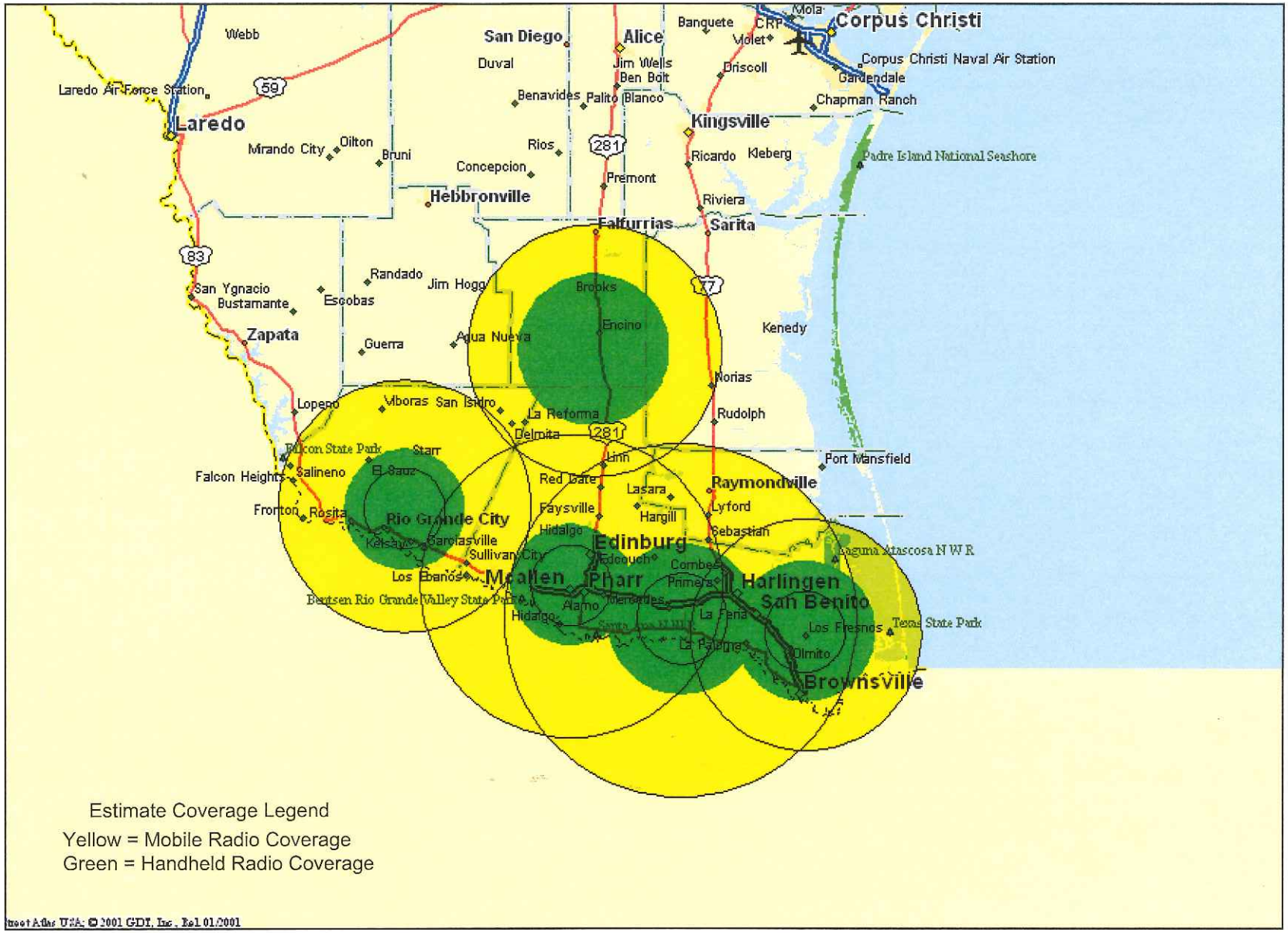
The other accounts listed below are network subscriber radio unit accounts. These accounts have never seen an increase in billing going back to legacy radios and they use a radio and protocol that are unique to our company and provide unparalleled wide area network coverage from 5 sites in and around the Hidalgo County area with service areas extending to Starr, Cameron County and North to Falfurrias. There is no other service provider in South Texas that can service these radios with the described coverage as is required by the County. Those accounts by department are as follows:

Pct. 2 Parks 117314
Pct. 2 Sanitation account Mobile Relays Account No. 117312
Pct. 2 Operations Mobile Relays Account No. 117310 56 radios
Pct. 2 Shop Mobile Relays account No. 117325 5
Pct. 3 Operations Mobile Relays Account No. 117313

Thank You for your continued interest and business with our company.

Sincerely,

Jim Hanshaw
GM / Mobile Relays Partners, LTD



Mobile Relays Digital and Analog Network Coverage 2015

ULS License

Public Safety Pool, Conventional License - WPSE880 - HIDALGO, COUNTY OF

Call Sign	WPSE880	Radio Service	PW - Public Safety Pool, Conventional
Status	Active	Auth Type	Regular
Dates			
Grant	06/17/2011	Expiration	03/30/2021
Effective	01/10/2013	Cancellation	
Control Points			
1	902 N DOOLITTLE, HIDALGO, EDINBURY, TX P: (956)316-2642		

Licensee			
FRN	0001670546	Type	Governmental Entity
Licensee			
HIDALGO, COUNTY OF 902 N DOOLITTLE ST EDINBURG, TX 78542 ATTN Drainage District No. 1		P:(956)292-7080 F:(956)292-7089 E:claudette.cavazos@hcdd1.org	

Contact	
Hidalgo County Drainage District No. 1 Claudette Y Cavazos Ms. 902 North Doolittle Rd Edinburg, TX 78542	P:(956)292-7080 F:(956)292-7089 E:claudette.cavazos@hcdd1.org

Land Mobile Data			
Extended Implementation (Slow Growth)		Assoc.Call Signs	
Eligibility			
90.20 - MOBILE RELAY FOR COUNTY PERSONNELL			

Ownership and Qualifications			
Radio Service Type	Mobile		
Regulatory Status	Private Comm	Interconnected	No
Alien Ownership			
Is the applicant a foreign government or the representative of any foreign government?			No

Zimbra **rudy.salinas1@co.hidalgo.tx.us**

RE: Hidalgo County Radio Accounts

From : Jim Hanshaw <jimhanshaw@mobilerelays.com> Thu, Aug 06, 2015 03:01 PM
Subject : RE: Hidalgo County Radio Accounts
To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

Mr. Salinas,

Coverage Map

The map I sent you is an approximation of coverage. The Yellow is a reference to coverage we estimate for Mobile Radios installed in vehicles with an outside antenna. The green is a loose interpretation of Handheld radio coverage but it is very conservative outdoors. This is a simple reference and not based on topographical features. Actual range will vary in places due to terrain.

Radio is line of sight which we refer to as Radio Horizon. Radio horizon is the distance a radio can see the towers antenna tip from the radio at the ground level or 5-ft portable or 8-ft mobile. There is some reflection with Mobiles from their high power and mounted ground plane antennas. Actual coverage varies by terrain so a circle is a mere reference. In general terms we expect about 20-25 mile range from a 500-ft tower outdoors and about 65% of that for portables. The reason is less transmit power in the portable. Our La Feria tower is an 800ft tower and we look for about 30-35 miles radius to that site.

Rachal Tower

Rachal is our newest tower location. It provides coverage of Northern Hidalgo County to the South Side of Falfurrias. It is constructed in Digital and is fully operational now and Analog but the Analog while fully constructed is not yet on line. We expect it to be fully accessible to our analog customers including Hidalgo County in the next few weeks. When it does come on line your radios will roam to that site and talk across the network. We are the only network to cover Northern Hidalgo to my knowledge. We constructed this site for that specific reason.

Digital vs Analog

We operate the only Digital UHF Network in South Texas. It doesn't appear any other vendor in the area has any plans to construct a Valley Wide Digital Network. We are in our 3rd year of Digital Networking and our system is a stable and mature digital offering with prominent users like Magic Valley Electric and Waste Connections. The UHF radios the County operates are analog but still viable. The tide is changing however and we began the change to digital three years ago. We have migration solutions for our customers and we offer trade allowances for our analog customers equipment for new digital radios. Digital UHF on our StarNet Network is very affordable. List on Digital radios is $684 but with discounts and trade it's more like low to mid $500 per unit for consideration.

P25 is also a consideration and the County has purchased quite a few P25 radios for the Sheriff's department at around $4,000 each. Just for future P25 considerations, we have fully compatible feature rich P25 700/800 for less than $1,800.00 fully dressed from Kenwood. GPS Enabled, Water submersible, dust and shock, Blue Tooth, Full Color Screen (Black on white daylight) and is approved

for the Regional Radio Network.

P25 vs NXDN StarNet Digital

P25 Regional Radio Network	NXDN StarNet Mobile Relays Digital Network
700/800 MHz	UHF 450 MHz
$2,000- $4,000 make model etc.	$500-$700 per unit make model etc.

It may be more than you were looking for but let me know if you have other questions.

Jim Hanshaw
GM Mobile Relays Partners LTD
515 South 12th Street
McAllen, Texas 78501
Office Tel: 956-682-5224
email: jimhanshaw@mobilerelays.com
website: http://mobilerelays.com/

From: Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]
Sent: Thursday, August 06, 2015 8:46 AM
To: Jim Hanshaw
Subject: Re: Hidalgo County Radio Accounts

Mr. Hanshaw, Good Morning!

Can you provide a legend for your coverage map (what do the colors mean)?

Can you explain the difference between a digital and analog UHF System? You stated that your service digital UHF, are we currently able to utilize this technology?

Thank You,

Rudy Salinas, Purchasing Specialist III
Hidalgo County Purchasing Department
2808 South Business Highway 281
Edinburg, Texas 78539
Phone: 956-292-7000 Ext: 4875
Fax: 956-292-7612
Email: rudy.salinas1@co.hidalgo.tx.us

From: "Jim Hanshaw" <jimhanshaw@mobilerelays.com>
To: "rudy salinas1" <rudy.salinas1@co.hidalgo.tx.us>
Sent: Tuesday, July 21, 2015 6:00:59 PM
Subject: Hidalgo County Radio Accounts

Mr. Salinas,

Thank you for coming by today. I hope I was able to answer your questions. I attached a coverage map of the service we provide to the County Subscriber radios. The Repeater lease is a simple

immediate area coverage for the Drainage District. They are different radio from what the County is using in other the departments. Those use a wide area networking radio and are subscribed to our services that cover the entire South Texas Area. We are a sole source for the area and technology we provide in these instances.

The attached letter also explains the repeater lease. These radios are of limited range and a different conventional style radio. They are not capable of wide area but apparently serve the Drainage Districts needs for now. The Map attached shows the coverage area. Our new Digital radios operate the same footprint as the analog radios but the clarity of digital is amazing. Maybe someday we will be able to show these new products but in the meantime the existing radios they are using are very cost effective. In all the County is using right at 270 radios on these systems.

If you have additional questions let me know.

Jim Hanshaw
GM Mobile Relays Partners LTD
515 South 12th Street
McAllen, Texas 78501
Office Tel: 956-682-5224
email: jimhanshaw@mobilerelays.com
website: http://mobilerelays.com/

Zimbra **rudy.salinas1@co.hidalgo.tx.us**

RE: Question Regarding Towers

From : Jim Hanshaw <jimhanshaw@mobilerelays.com> Wed, Aug 05, 2015 12:13 PM
Subject : RE: Question Regarding Towers 1 attachment
To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

Mr. Salinas,

Our tower locations are Rio Grande City, McAllen, La Feria, Los Frensnos and Rachal providing coverage Between Roma on the West, SPI and Brownsville to the East and North to Falfurrias from our newest Network site located in Rachal. We are the only Company providing UHF Radio Coverage of the four County area in UHF Analog with a migration path to the only UHF Digital Network in the in all of South Texas. The addition of the new Rachal tower will cover the Northern end of the County in both UHF Analog and UHF Digital.

Jim Hanshaw
GM Mobile Relays Partners LTD
515 South 12th Street
McAllen, Texas 78501
Office Tel: 956-682-5224
email: jimhanshaw@mobilerelays.com
website: http://mobilerelays.com/

From: Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]
Sent: Wednesday, August 05, 2015 10:09 AM
To: Jim Hanshaw
Subject: Question Regarding Towers

Jim, Good Morning!

Of the towers that provide service to Hidalgo County Pct.'s 2 & 3, how many are owned by Mobile Relays? Please explain in detail.

In what cities are they located?

Thank you,

Rudy Salinas, Purchasing Specialist III
Hidalgo County Purchasing Department
2808 South Business Highway 281
Edinburg, Texas 78539
Phone: 956-292-7000 Ext: 4875
Fax: 956-292-7612
Email: rudy.salinas1@co.hidalgo.tx.us

Hidalgo Co Sole Source.PDF

Zimbra **rudy.salinas1@co.hidalgo.tx.us**

RE: Hidalgo County Radio Accounts

From : Jim Hanshaw <jimhanshaw@mobilerelays.com> Wed, Jul 22, 2015 04:15 PM
Subject : RE: Hidalgo County Radio Accounts
To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

Your subscriber radios operate under our licenses as a user or subscriber to our Commercial services the same as a cellular company. The County License for your repeater is different though and you hold that license. I need to look in to that one and see if I can identify it and get you some current information and status of that license. I'll track it down. That license would be in the possession of the County but I should be able to find it.

Jim Hanshaw
GM Mobile Relays Partners LTD
515 South 12th Street
McAllen, Texas 78501
Office Tel: 956-682-5224
email: jimhanshaw@mobilerelays.com
website: http://mobilerelays.com/

From: Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]
Sent: Wednesday, July 22, 2015 3:21 PM
To: Jim Hanshaw
Subject: Re: Hidalgo County Radio Accounts

Mr. Hanshaw,

Thank you for the prompt response!

I would like to ask you if I wanted to reach out to the FCC for licensed antenna's in the Rio Grande Valley, what type of antenna's (or service) would I be trying to confirm? I'm assuming your company antennas have to be registered / licensed with the FCC?

What type of service (and / or frequency) are we purchasing from you?

Thank You,

Rudy Salinas, Purchasing Specialist III
Hidalgo County Purchasing Department
2808 South Business Highway 281
Edinburg, Texas 78539
Phone: 956-292-7000 Ext: 4875
Fax: 956-292-7612
Email: rudy.salinas1@co.hidalgo.tx.us

From: "Jim Hanshaw" <jimhanshaw@mobilerelays.com>
To: "rudy salinas1" <rudy.salinas1@co.hidalgo.tx.us>

Zimbra **rudy.salinas1@co.hidalgo.tx.us**

RE: License Hidalgo County Radio Accounts

From : Jim Hanshaw <jimhanshaw@mobilerelays.com> Fri, Jul 24, 2015 11:03 AM
Subject : RE: License Hidalgo County Radio Accounts
To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

Mr. Salinas,

The Mobile Relays Account 11703 is a monthly fee of $516.43 is for rental space on our tower for the Drainage District 1 repeater that the County owns. This repeater provides a limited range of about 20 miles around the Hidalgo County area and is operating from tower space on our tower. The other accounts are not tower rentals, they are air service for radios by department that operate on our commercial Repeater systems that are networked providing Valley wide coverage in the exact same way as cellular phones on a cellular service provider network.

We own these systems and hold the licenses the County operates on. It is not a single private repeater like the Drainage repeater. These other departments operate from a trunking network of 120 repeaters across the valley that allow our customers to roam and operate seamlessly and privately across the network, Roma to Brownsville and our newest tower providing coverage North to Falfurrias.

Jim Hanshaw
GM Mobile Relays Partners LTD
515 South 12th Street
McAllen, Texas 78501
Office Tel: 956-682-5224
email: jimhanshaw@mobilerelays.com
website: http://mobilerelays.com/

From: Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]
Sent: Thursday, July 23, 2015 4:48 PM
To: Jim Hanshaw
Subject: Re: License Hidalgo County Radio Accounts

Mr. Hanshaw,

You mentioned during our meeting that your company owns all the antennas and that you're not charging the county rental charge. Is this correct?

Rudy Salinas, Purchasing Specialist III
Hidalgo County Purchasing Department
2808 South Business Highway 281
Edinburg, Texas 78539
Phone: 956-292-7000 Ext: 4875
Fax: 956-292-7612
Email: rudy.salinas1@co.hidalgo.tx.us

Zimbra **rudy.salinas1@co.hidalgo.tx.us**

License

From : Jim Hanshaw <jimhanshaw@mobilerelays.com> Wed, Jul 22, 2015 04:40 PM
Subject : License
To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

Mr. Salinas,

The link below will take you to your license information. It's valid until 2021 so you're in good shape for now. You can print it from the FCC website.

http://wireless2.fcc.gov/UlsApp/UlsSearch/license.jsp?licKey=1957369

Jim Hanshaw
GM Mobile Relays Partners LTD
515 South 12th Street
McAllen, Texas 78501
Office Tel: 956-682-5224
email: jimhanshaw@mobilerelays.com
website: http://mobilerelays.com/

From: Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]
Sent: Wednesday, July 22, 2015 3:21 PM
To: Jim Hanshaw
Subject: Re: Hidalgo County Radio Accounts

Mr. Hanshaw,

Thank you for the prompt response!

I would like to ask you if I wanted to reach out to the FCC for licensed antenna's in the Rio Grande Valley, what type of antenna's (or service) would I be trying to confirm? I'm assuming your company antennas have to be registered / licensed with the FCC?

What type of service (and / or frequency) are we purchasing from you?

Thank You,

Rudy Salinas, Purchasing Specialist III
Hidalgo County Purchasing Department
2808 South Business Highway 281
Edinburg, Texas 78539
Phone: 956-292-7000 Ext: 4875
Fax: 956-292-7612
Email: rudy.salinas1@co.hidalgo.tx.us

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent

Date: August 18, 2015

Re: "Sole Source Declaration" – Mobile Relays

Hidalgo County utilizes Mobile Radios for communication and operational purposes. The end users require strong signal coverage in order to access all county areas. Thorough research confirms that there are [only] two [2] mobile radio communication and equipment providers in Hidalgo County. However, only one has complete county coverage. Only one has the ability to upgrade the current radios from analog to digital. Only one has a repeater installed at one of their antenna sites [HCDD#1].

Furthermore, the Purchasing Department has attached the research findings as part of the agenda item as supporting documentation.

Therefore, Hidalgo County declares Mobile Relay Partners, LTD as the Sole Source for the purchase of mobile radio equipment/accessories and communication with related services on an as needed basis for applicable end users.

The authority to purchase these products/services from Mobile Relay Partners, LTD by Hidalgo County Elected Offices, Programs or Agencies (through all funding sources) will remain in effect unless otherwise revoked by HCCC.

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Zimbra **martha.salazar@co.hidalgo.tx.us**

Fwd: Vendor Issues | Mobile Relays | 2015 June-July-Aug

From : Norma Ceballos <norma.ceballos@co.hidalgo.tx.us>
Fri, Aug 07, 2015 03:32 PM
1 attachment

Subject : Fwd: Vendor Issues | Mobile Relays | 2015 June-July-Aug

To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Mrs. Salazar,

As requested attached are the Mobile Relay invoices.

Thank you.

From: "Laurel L. Adair" <laurel.adair@co.hidalgo.tx.us>
To: "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>
Sent: Friday, August 7, 2015 3:27:03 PM
Subject: Vendor Issues | Mobile Relays | 2015 June-July-Aug

Norma: As requested, attached are Mobile Relays' June, July and August 2015 invoices. I have also attached copies of the relevant POs and in the case of Sanitation, the Requisition Inquiry for the July-Dec 2015 period.

Laurel "Laurie" Adair
Office of Commissioner Joe M. Flores
Precinct No. 3, Hidalgo County, Texas
956.585.4509 x 3003
Wishing you a Blessed and Happy Day!
Dance like no one is watching!

Mobile Relays June-July-Aug Invoices for CC 2015-08-07.pdf
1 MB

Mobile Relays Partners, LTD
515 S. 12Th. St
P.O. Box 1808
McAllen TX, 78505-1808
(956)682-5224

MAIL RECEIVED
JUN 0 5 2015
PRECINCT 3 OFFICE

SIGN:
REQ# 268457
PO# 719197

06/01/2015

INVOICE AIR0035086

CUST P.O.

	Bill To: 117313	Ship To: 117313
Name	HIDALGO CO. PRECINCT #3	HIDALGO CO. PRECINCT #3
Address	P. O. BOX 607 PO#719197/6 MOS. MISSION TX, 78573 ATTN: NORMA/LOUIE	P. O. BOX 607 PO#719197/6 MOS. MISSION TX, 78573 ATTN: NORMA/LOUIE

Qty	Description	Loc	Unit Price	Total
18.00	UNITS ON SITE MCALLEN		19.9900	359.82
27.00	UNITS ON SITE MCALLEN		12.0000	324.00
54.00	UNITS ON SITE MCALLEN		9.0000	486.00

INVOICE RECEIVED BY
L. MENDOZA ON 6/5/15
GOODS/SERVICES RECEIVED BY
L. MENDOZA ON 6/1/15

5 ~~1200-431-00-123-005-0~~ 532 -> $753.86 -> R/B

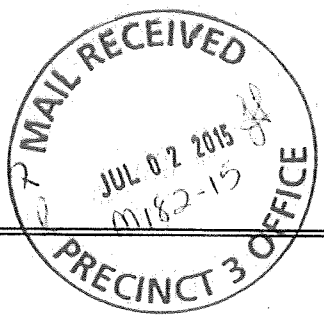
5 ~~1200-431~~ 1100 432 -00-123 ~~005~~ 001 -0- 532 -> $295.96 -> L/F

5 ~~1200-431~~ 1100 452 -00-123 ~~005~~ 008 -0- 532 -> $120.00 -> PARKS

Subtotal:	1169.82
Freight:	0.00
Total Amount Due:	1169.82

QUESTIONS? CALL: (956)682-5224

Mobile Relays Partners, LTD
515 S. 12Th. St
P.O. Box 1808
McAllen TX, 78505-1808
(956)682-5224



07/01/2015

INVOICE AIR0035214

CUST P.O.

Bill To: 117313

Name HIDALGO CO. PRECINCT #3
Address P. O. BOX 607
PO#719197/6 MOS.
MISSION TX78573
ATTN: NORMA/LOUIE

Ship To: 117313

HIDALGO CO. PRECINCT #3
P. O. BOX 607
PO#719197/6 MOS.
MISSION TX, 78573
ATTN: NORMA/LOUIE

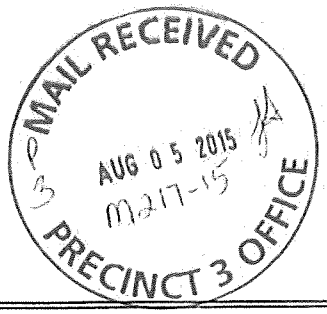
Qty	Description	Loc	Unit Price	Total
18.00	UNITS ON SITE MCALLEN		19.9900	359.82
27.00	UNITS ON SITE MCALLEN		12.0000	324.00
54.00	UNITS ON SITE MCALLEN		9.0000	486.00

QUESTIONS? CALL: (956)682-5224

Subtotal : 1169.82
Freight : 0.00

Total Amount Due: 1169.82

Mobile Relays Partners, LTD
515 S. 12Th. St
P.O. Box 1808
McAllen TX, 78505-1808
(956)682-5224



08/01/2015

INVOICE AIR0035341

CUST P.O.

Bill To: 117313

Name HIDALGO CO. PRECINCT #3
Address P. O. BOX 607
PO#719197/6 MOS.
MISSION TX78573
ATTN: NORMA/LOUIE

Ship To: 117313

HIDALGO CO. PRECINCT #3
P. O. BOX 607
PO#719197/6 MOS.
MISSION TX, 78573
ATTN: NORMA/LOUIE

Qty	Description	Loc	Unit Price	Total
18.00	UNITS ON SITE MCALLEN		19.9900	359.82
27.00	UNITS ON SITE MCALLEN		12.0000	324.00
54.00	UNITS ON SITE MCALLEN		9.0000	486.00

QUESTIONS? CALL: (956)682-5224

Subtotal :	1169.82
Freight :	0.00
Total Amount Due:	1169.82

Purchase Order
COUNTY OF HIDALGO

PO# 719197

DATE: 01/09/15

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 275506 REQ: 00268457

PHONE: (956)682-5224

Fax: (956)682-9114 EMAIL:

MOBILE RELAYS PARTNERS, LTD.
P. O. BOX 1808
MCALLEN TX 78505-1808

SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

CONTACT:

SITE: COMMISSIONER, PRECINCT 3

CONTRACT NO: N/A

SPECIAL INSTRUCTIONS: REQ# 10

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		Air time services for existing communication services ****APPROVED BY SAUL RAMIREZ***		
6.00	EACH	OM OPEN PO FOR AIR TIME SERVICES FOR 13 H/H RADIOS @ $19.99 AND 55 H/H RADIOS @ $9.00 FOR A TOTAL OF 68 RADIOS (ROAD AND BRIDGES)	800.00	4,800.00
6.00	EACH	OM OPEN PO FOR AIR TIME SERVICE FOR 4 H/H RADIOS @ $19.99 AND 18 H/H RADIOS @ $12.00 FOR A TOTAL OF 22 H/H RADIOS (LANDFILL)	300.00	1,800.00
6.00	EACH	OM OPEN PO FOR AIR TIME SERVICES FOR 10 H/H RADIOS @ $12.00 FOR A TOTAL OF 10 RADIOS (PARKS)	130.00	780.00
			TOTAL:	7,380.00
		FOR USE AT PRECINCT#3 FOR TWO WAY RADIO SERVICES FOR 6 MONTHS FOR REBOREPRAIMENTSARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only **********		
		5-1100-432-00-123-001-0-532	1,800.00	
		5-1100-452-00-123-008-0-532	780.00	
		5-1200-431-00-123-005-0-532	4,800.00	

LANDFILL = 79.96 + 216.00 = 295.96

PARK = 120.00

Authorized by: Martha L Salazar

AI-50800 **Purchasing Department** **20. B. 1.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Award to primary vendor including approval of final negotiated agreement [as ranked by CC on 06-23-15] for pre-positioned services to Ashbritt, Inc. which includes the following "term" provisions:

B. Term of contract:
1. Initial term of contract-upon approval to execute through December 31, 2016*
2. Renewal/Extension options- Two (2) One (1) year renewals:
• January 01, 2017 through December 31, 2017*
• January 01, 2018 through December 31, 2018*
*[as these are the current terms of award through H-GAC];

BACKGROUND

1. HCCC awarded pre-positioned service contracts to primary, secondary and tertiary vendors;
2. Primary contract document is ready and approved as to form by legal counsel. Thus permitting action on this agenda.
3. Secondary & Tertiary vendors providing required documentation so as to present agreements to legal counsel and will be presented on the following scheduled HCCC meeting of 09-01-15.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact would be addressed in the event of need to activate any of the pre-positioned contracts awarded for said services.

Attachments

ashbritt inc

legal ok ashbritt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/13/2015 10:54 AM
Budget & Management	Veronica Ortiz	08/13/2015 02:05 PM
Auditor's Office	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Yvette Islas		Started On: 08/07/2015 02:40 PM
Final Approval Date: 08/14/2015		

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT

C-15-258-08-18

THIS CONTRACT is made and entered into this **18th** day of **August, 2015** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Ashbritt, Inc.** ("Company").

WHEREAS, Company has proposed and agreed to provide Emergency Debris Management Services (the "Services") in accordance with the following:

a. H-GACBuy Request for Proposals (Proposal CE-2012-10-001) ("Proposal"), dated November 08, 2012,

b. H-GAC Disaster Debris Clearance and Removal Services End User Service Request Form and Standard Services Checklist ("Form"), dated April 22, 2015, and

c. HGAC Contractor Pricing Worksheet ("Worksheet");

Whereas the Proposal, Form, and Worksheet (sometimes collectively the "Proposal Package" are incorporated and attached as Exhibits A, B, and C, respectively;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the terms and conditions of the Proposal Packet,

the Commissioners Court of County awarded the contract bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services as a Primary provider of the Services in accordance with the Proposal Package within **Hidalgo County** following a request for Services by the Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The term of this Agreement shall begin on the date written above through December 31, 2016 and may be extended on the same terms and conditions at the **option** and **sole discretion** of the County for two (2) additional one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

County will award debris management services contracts to a "Primary", "Secondary" and "Tertiary" vendor for services to be rendered through effective period of this Contract. Company agrees in situations when the "Primary" Service Provider does not and/or not adequately perform in accordance with comply with the specifications, requirements,

terms, conditions, obligations contained within this Contract, Hidalgo County reserves the right to seek the Services from the "Secondary" Service Provider. In such event, County shall charge the "Primary" Service Provider the difference for any additional cost of Services.

Hidalgo County reserves the right to continue this Contract for an additional sixty (60) Days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional

insured (with the coverage and in the amounts described herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

Workers Compensation	Statutory
Employer's Liability	U.S. $1,000,000
Commercial General Liability	U.S. $1,000,000 per occurrence
	U.S. $1,000,000 aggregate
Comprehensive General Automobile	U.S. $1,000,000 combined single limit
Professional Liability	U.S. $1,000,000 per claim and in the aggregate

Additionally, the certificates must state that the County will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in the coverages or intent not to renew any of the policies. The County must be named as an Additional Insured. The County must be given copies of all insurance policies within fifteen (15) days of the County's written request.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties

hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company: Ashbritt, Inc. (Primary)
Attn: Rob Ray, Senior Vice President
565 East Hillsboro Boulevard
Deerfield Beach, Florida 33441

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. County may terminate this Agreement upon thirty (30) days written notice at any time for any reason or no reason at all.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this ____ day of _____, **2015.**

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

COMPANY:

_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

Exhibit A: H-GAC Disaster Debris Clearance and Removal Services End User Service Request and Requested Services Checklist Form
Exhibit B: H-GACBuy Request for Proposals (Proposal CE-2012-10-001)
Exhibit C: Contractor Pricing Worksheet

EXHIBIT "A"

H-GAC DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES END USER SERVICE REQUEST AND REQUESTED SERVICES CHECKLIST FORM

DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES
END USER SERVICE REQUEST FORM

Introduction

The purpose of the End User Service Request Form is to provide pre-qualified debris hauling contractors with accurate information about the End User and the most accurate pricing for debris hauling services. This form is to be filled out by the End User or End User representative and to be sent to the H-GAC contact listed at the bottom of the last page.

Terms and Conditions

By submitting the Service Request Form, the End User is requesting that H-GAC supply the information following to all H-GAC pre-qualified debris removal vendors for bid development.

End User Service Request Form

Please read each of the sections of this End User Service Request Form thoroughly and complete sections one through four to the best of your knowledge. After reviewing the pricing methodology in section five, sign the form on the last page and send it to the address provided underneath the signature section.

1. INITIAL END USER DATA

The first section is designed to provide H-GAC and pre-qualified vendors with basic contact information about your community. Should your community wish to additionally include other jurisdictions, or public organizations in this service request, please identify them in Section 1.3.

1.1 End User Identification

Name of organization: County of Hidalgo, Texas

1.2 End User Primary Point of Contact

Name:	Ricardo Saldana or Mario Betancourt
Title:	EMC / Deputy EMC
Organization:	County of Hidalgo Office of Emergency Management
Primary phone:	956-318-2615
Secondary phone:	956-318-2600
E-mail:	ricardo.saldana@co.hidalgo.tx.us (or) mario.betancourt@co.hidago.tx.us

1.3 List any additional organizations for which debris services should be provided through this contract

In some instances, an End User may wish to incorporate several jurisdictions or other public organizations (school districts, universities, drainage districts, etc.) into this agreement. For example, a county may act as the End User, however debris removal services under this agreement shall be extended to one or more cities within a county or other public institutions within a county. This will be identified as the End User Service Area. Please identify all parties in this section. In addition, please provide copies of all inter-local or mutual aid agreements between the identified parties.

At this time its unknown

1.4 Total population within End User service area

Please provide a breakout of population between all parties that may be serviced under this agreement.

831,000

1.5 Total households within End User service area

Please provide a breakout of households between all parties that may be serviced under this agreement.

256, 745

2. HAZARD/RISK DATA

The information requested in this section is focused on any hazard or risk data that may be facing the End User and End User Service Area. This may include flooding, hurricanes, tornados, ice storms, etc.

2.1 End User hazards or risks

Please include debris-generating events that may affect the End User service area.

Flooding, Hurricanes, Tropical Storms, Tornados, , Sever Thunder Storms ,Hail Storms, and High Winds.

2.2 Previous debris-generating events

Please include information about these events within the last 15 years. If available please include the name of the event (if hurricane or tornado include the category), estimated cubic yards of debris generated by the event and characteristics of debris.

Hurricane Dolly, (650,000 cubic yards)

Hurricane Alex , we conducted more water removal (pumping operation)

3. DEBRIS CHARACTERISTICS

Section 3 requests debris specific information about the community. Since the pricing structure for the debris removal contract will be developed on a per unit (per cubic yard) basis, accurate information about the characteristics of the community is critical.

3.1 Estimated number of road miles maintained by the End User (and included parties)

Include all roads that are maintained by the End User or other parties that will fall under this agreement. If located in Texas, please exclude all Texas Department of Transportation (TxDOT) and private roads that are located within the End User service area. If outside Texas, please exclude all private roads and all roads maintained by appropriate State Department of Transportation.

1996 miles

3.2 Estimated number of square miles within the End User service area

1570 sq. miles

3.3 Estimated number of parks or other public facilities maintained by the End User (and included parties)

Parks: 22

Other public facilities:

3.4 Estimated number of Debris Management Sites (DMS) User

Name of DMS 1: _____

Physical address: _____

Site GPS coordinates: _____

Estimated number of usable acres: _____

Reduction method: _____

Debris accepted at DMS
(vegetative, C&D, white goods, etc.): _____

Name of DMS 2: _____

Physical address: _____

Site GPS coordinates: _____

Estimated number of usable acres: _____

Reduction method: _____

Debris accepted at DMS
(vegetative, C&D, white goods, etc.): _____

Name of DMS 3: _____

Physical address: _____

Site GPS coordinates: _____

Estimated number of usable acres: _____

Reduction method: _____

Debris accepted at DMS
(vegetative, C&D, white goods, etc.): _____

Name of DMS 4: _____

Physical address: _____

Site GPS coordinates: _____

Estimated number of usable acres: _____

Reduction method: _____

Debris accepted at DMS
(vegetative, C&D, white goods, etc.): _____

3.5 Name and Locations of Final Disposal Sites
(i.e. landfills, beneficial use facilities for mulch or ash, recycling facilities, etc.)

Name of facility: _____

Physical address: _____

Site GPS coordinates: _____

Type of facility
(landfill, beneficial use, etc.): _____

Debris accepted
(vegetative, C&D, white goods, metal, etc.): _____

Name of facility: _____

Physical address: _____

Site GPS coordinates: _____

Type of facility
(landfill, beneficial use, etc.): _____

Debris accepted
(vegetative, C&D, white goods, metal, etc.): _____

Name of facility: _____

Physical address: _____

Site GPS coordinates: _____

Type of facility
(landfill, beneficial use, etc.): _____

Debris accepted
(vegetative, C&D, white goods, metal, etc.): _____

Name of facility: _____

Physical address: _____

Site GPS coordinates: _____

Type of facility
(landfill, beneficial use, etc.): _____

Debris accepted
(vegetative, C&D, white goods, metal, etc.): _____

3.6 Please indicate the level of vegetation density within your community

This will provide a more accurate representation of the vegetation, including shrubbery and trees, on public rights-of-way.

☐ High X Medium ☐ Light

3.7 Please indicate the level of commercial structure density within your community

Take into account areas that are not solely single-family residential, but include small retail stores,

schools, apartments, shopping centers, and light industrial/manufacturing facilities.

X High ☐ Medium ☐ Light

4. ADDITIONAL INFORMATION

Section 4 is designed to provide H-GAC and pre-qualified vendors with additional information that is pertinent to understanding the End User and End User Service Area.

4.1 Ancillary Services

Please provide a list of ancillary services that may be needed to be supplied by the CONTRACTOR. Services may include potable water, emergency power generation, satellite phones, temporary office space, ice, emergency fuel supplies, etc.

Portable pumps , Emergency Generators, Training, satellite phones , temporary office space, Emergency Ice and Bottle water.

4.2 Debris Management Plan

If you have a debris management plan, please provide a copy of the plan along with the form. N/A

4.3 Other

List any other information that you wish the pre-qualified vendors to know about your entity or the End User Service area.

To use local sub- contactors for hauling of debris

Assist in creating a debris management plan

4.4 Requested Information

Please check the appropriate boxes below. The pre-qualified vendors will ONLY send the information that you request. Please read carefully.

X☐ Copy of H-GAC Phase 1 – Request for Proposals (RFP)

X☐ Copy of H-GAC Phase 1 – Evaluation Matrix

X☐ Copy of H-GAC Phase 1 – Scoring Sheet

X☐ Vendors' Corporate Summary (Limit: 1 page)

X☐ Vendors' List of all standing pre-event contracts (Limit: 1 page)

X☐ Vendors' List of past clients/projects (Limit: 1 page)

X☐ Vendors' list of training/educational services (Limit: 1 page)

X☐ Yes, I will be requesting an oral interview with some or all vendors

X☐ No, I do not wish to have any of the vendors contact our organization

_____ Deadline for vendors to submit information

(enter date: XX/XX/20XX)

5. PRICING METHODOLOGY

Prices provided by PROPOSERS in response to this RFP should be firm for the entire term of the contract. However changes will be considered if accompanied by proper and sufficient documentation satisfactory to End User.

5.1 Limits of Price Adjustments

Price change requests MUST be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that CONTRACTOR'S actual costs have increased. The U.S. Department of Labor Producer Price Index (PPI), series ID PCU562111562111P for solid waste collection may also provide partial justification for price increases, based upon the percentage difference between the PPI issued for January 2013 and the PPI issued for January each year. Price increases shall be limited to a maximum of 5% each year during the term of the contract. No retroactive contract price adjustments will be allowed. In the event that these indices are discontinued, or the titles or codes are revised, new indices shall be promptly identified and incorporated into the agreement. Pricing structure shall remain in effect for the term of this Contract.

5.2 Approval of Price Changes

No price change will be allowed unless it has been reviewed and approved by End User in writing. CONTRACTOR must have received End User's written approval of any change prior to charging the new price or using it in any quotation prepared for an End User. End User will notify H-GAC of all price changes.

5.3 Right to Accept or Reject Price Change

All pricing shall remain in effect for the initial four-year term of the contract. If the contract term is extended, End User and CONTRACTOR will review unit prices and make adjustments based upon documented increases in costs. End User reserves the right to accept or reject any price change request within thirty (30) days after receipt of the request. If the price change is accepted, the price will remain firm for the following one year period.

Name: _____ Date: _____

Signature: _____

Please return completed form to:	Cheryl Mergo, H-GAC Sustainable Development Program Manager Community and Environmental Planning Department Houston-Galveston Area Council P.O. Box 22777, Houston, TX 77227-2777

Contact:	Phone (713) 993-4520 and Fax (713) 993-4503 cheryl.mergo@h-gac.com

DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES
STANDARD SERVICES REQUESTED CHECKLIST

Please provide contact information and indicate the services you wish the debris hauler to including in pricing.

End User: County of Hidalgo
Contact person: Ricardo Saldana or Mario Betancourt
Phone: 956-318-2615
Email: ricardo.saldana@co.hidalgo.tx.us (or) mario.betancourt@co.hidalgo.tx.us

Service	Yes or No
Emergency road clearance	Y
Right of way (ROW) vegetative debris removal	Y
ROW construction and demolition debris (C&D) removal	Y
Demolition, removal, and transport of structures Yes on county property and No Private Property	
Debris management site (DMS) management and operations	Y
Grinding (reduction of storm generated debris)	Y
Incineration (reduction of storm generated debris)	Y
Haul-out of reduced debris to final disposal site	Y
Removal of hazardous leaning trees and hanging limbs	Y
Removal of hazardous stumps	Y
Household hazardous waste removal, transport, and disposal	Y
Used electronics removal	Y
Abandoned vessel and vehicle removal	N
Animal carcass removal and disposal	N
ROW white goods debris removal	Y
Freon removal	Y
Asbestos removal	Y
Other:	
Ancillary services:	
Emergency ice and water delivery	Y
Emergency power generation	Y
Satellite phones	Y
Temporary office space	Y
Emergency fuel supplies	N
Emergency quarters and hygiene facilities	Y
Other: PORTABLE PUMPS 6" , 8" , 10" and 12"	Y

EXHIBIT "B"

H-GACBUY REQUEST FOR PROPOSALS
(PROPOSAL CE-2012-10-001)

Request for Proposals
for
Disaster Debris Clearance and Removal Services

PROPOSAL NUMBER: HGAC-CE-2012-10-001

Proposal Deadline:
November 8, 2012
1:00 p.m. CST

HOUSTON-GALVESTON AREA COUNCIL

Request for Proposals

for

Disaster Debris Clearance and Removal Services

INTRODUCTION

The Houston-Galveston Area Council (H-GAC) Purchasing Program is a government-to-government procurement service available nationwide. Governmental entities have been procuring products and services through the program for over 30 years. As a unit of local government assisting other local governments, H-GAC strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals.

To streamline the procurement process for END USERS (municipalities, counties, school districts, etc.) participating in the H-GAC Purchasing Program, H-GAC has developed a comprehensive procurement process for disaster debris removal services. H-GAC's decision to pursue the development of a debris removal services procurement program was based in large part on:

- H-GAC's ongoing commitment to help END USERS reduce costs and streamline procurement processes through H-GAC's government-to-government procurement services;
- The Federal Emergency Management Agency's (FEMA) policy statements encouraging local governments to develop pre-event debris hauler contracts; and
- Possible changes to the FEMA Public Assistance Grant Program that includes a 5 percent increase in federal cost-share (not to exceed 100 percent) if local governments meet the requirements concerning debris management (that is, disposal site identification, pre-event contracts, and debris management plan).

FEMA encourages municipalities to identify disaster debris clearance and removal service providers prior to an emergency. The H-GAC Purchasing Program is intended to be utilized following disasters and during normal operations.

H-GAC has developed a two-phase comprehensive procurement process for disaster debris removal services. The H-GAC Purchasing Program provides END USERS with a procurement process based on the latest FEMA policies and Disaster Specific Guidance (DSG) to limit the END USER'S exposure to potential non-reimbursement following a presidential disaster declaration.

The first phase of the procurement process will encompass the typical aspects of the debris removal contracting process, other than pricing. H-GAC will issue a request for proposals (RFP) for disaster debris services to qualified firms interested in providing this service to an END USER.

The selection process will be designed to gather information regarding the CONTRACTOR'S experience and qualifications. This information may include the following criteria:

- Qualifications of the CONTRACTOR, including recent debris removal experience;
- Documented knowledge of Federal, State, and Local emergency management agencies;
- Verifiable references for similar contracts;

- Qualifications and experience of key personnel and other staff;
- Financial resources and stability;
- Ability and capacity to perform;
- Technical ability;
- Project management and reporting systems;
- Equipment and SUB-CONTRACTOR resources; and
- Bonding capacities and insurance coverage.

The result of the first phase of the procurement process is to develop a pool of most qualified CONTRACTORS who meet the minimum requirements of the selection process. Each contract (unless altered by END USERS in the final contract) will be a four-year blanket contract. H-GAC reserves the right to extend some contracts and terminate others depending on compliance with updated State and FEMA specifications and requirements, and according to the needs of H-GAC and potential END USERS.

Being selected for this pool of qualified CONTRACTORS does not guarantee the firm a contract with any END USER. Their selection indicates only that the firm is now a preferred vendor.

The second phase of the procurement process, which will continue throughout the contract term, focuses on establishing a disaster debris clearance and removal service agreement with an END USER. This process begins when an END USER expresses interest in procuring disaster debris services by submitting a formal letter of interest/form to H-GAC. This letter of interest/form will require the END USER to provide information regarding the unique attributes of the END USER'S service area and requirements specific to the END USER. These requirements may include but not be limited to the following:

- Total population;
- Number of households;
- Distance from the gulf coast;
- Number of debris management sites (DMS);
- Level of vegetation; and
- Number of commercial structures.

Once H-GAC accepts the END USER'S letter of interest/form, the information will be submitted to the pool of pre-selected CONTRACTORS to elicit prices for each of the rate categories. H-GAC will collect the documentation and pricing, and will provide the findings to the END USER for final selection. A sample pricing schedule has been attached to this RFP as Appendix A. The pricing schedule corresponds to Section 5 of this RFP.

The END USER will be responsible for the remainder of the procurement process. H-GAC will not be involved in the remainder of the procurement process. The final contract awarded will be binding between the END USER and the CONTRACTOR.

All aspects of the procurement process comply with Federal and State statutes and FEMA procurement and contracting recommendations.

The purpose of this RFP is to identify the CONTRACTOR best suited to assist member END USERS with disaster debris clearance and removal. The selected CONTRACTOR will work with the END USER directly, as authorized by inter-local agreements between H-GAC and

member END USERS. H-GAC is seeking to enter into a four-year contract with the option to extend two, one-year intervals beginning January 2013. If extenuating circumstances exist, H-GAC reserves the right to extend the contract beyond six years if necessary.

Section 1: RFP CALENDAR AND PROPOSAL SUBMITTAL

1.1 Submittal Deadline

The deadline for the submittal of PROPOSALS is November 8, 2012, at 1:00 p.m. (Central Time) CT.

1.2 Submittal Procedure

H-GAC will only accept electronic submittals. PROPOSERS may submit proposals on a CD-ROM via hand delivery, FedEx, or regular mail, or through a secure FTP site. Please see the instructions below for each delivery method.

Include the assigned Control Number located on the first page of the Request for Proposal (RFP) in the e-mail subject line.

For submittal via CD-ROM:

Hand deliver or FedEx to:
Ms. Cheryl Mergo, Sustainable Development Program Manager
Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, TX 77027

OR

Mail to:

Ms. Cheryl Mergo, Sustainable Development Program Manager
Houston-Galveston Area Council
PO Box 22777
Houston, TX 77227-2777

For submittal via a secure FTP site:

No later than one week before proposals are due, the PROPOSER must request a personalized login and password to their private FTP site. Requests should be submitted to Ms. Mergo at cheryl.mergo@h-gac.com. Once the proposal has been uploaded to the site, the PROPOSER must e-mail Ms. Mergo to confirm submittal. Only H-GAC will have access to the information posted on the site.

The deadline for the submittal of proposals is November 8, 2012, at 1:00 p.m. CT. H-GAC shall date-time stamp all proposals upon receipt. Proposals received after this date and time will not be accepted. Proposals may be submitted to the H-GAC office any time prior to the deadline.

Submission of a proposal will constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP. PROPOSERS, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFP at the time a proposal is submitted to H-GAC.

1.3 Calendar of Events for RFP Award Process

Pre-release of draft RFP:	October 9, 2012
Vendor questions regarding draft RFP due:	October 12, 2012

Release final RFP:	October 22, 2012
Pre-proposal conference via call/webinar:	October 26, 2012, 9:00 a.m.
Vendor questions regarding final RFP due:	October 26, 2012, 5:00 p.m.
Addenda released if required:	October 30, 2012
Proposals due:	November 8, 2012, 1:00 p.m. CT
Selection notification:	December 18, 2012

Note: There will be no public proposal opening meeting.

1.4 Pre-proposal Conference

A **pre-proposal conference** will be held **at 9:00 a.m. CST, on October 26, 2012, via conference call and webinar**. You must register for the webinar. Register at https://www3.gotomeeting.com/register/796895878. Interested PROPOSERS should plan to participate. It will be assumed that potential PROPOSERS attending this conference will have reviewed the RFP in detail and are prepared to raise any substantive questions that have not already been addressed by H-GAC. H-GAC requests that, as much as is practical, PROPOSERS submit all questions in advance in writing, via e-mail or fax, prior to the pre-proposal conference. **No additional questions regarding the RFP will be accepted after 5:00 p.m. CT on the day of the pre-proposal conference**. Questions submitted in advance should be sent to Ms. Cheryl Mergo, Sustainable Development Program Manager, via e-mail at Cheryl.mergo@h-gac.com. All questions and answers from the pre-proposal conference will be compiled and provided to participating PROPOSERS, as well as posted on the H-GAC web site.

1.5 Terms of Agreement

1.5.1 The initial term of this CONTRACT shall be for a period of four (4) years from the date of award.

1.5.2 The term of the initial contract will be January 1, 2013, to December 31, 2016.

1.5.3 H-GAC reserves the right, and the CONTRACTOR agrees, that the contract may be extended for up to two (2) additional twelve (12)-month periods. If H-GAC wishes to exercise this right, it shall notify the CONTRACTOR.

1.5.4 Notice of intent to renew will be given to the CONTRACTOR in writing by the Project Administrator, 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit H-GAC to a contract renewal.)

1.5.5 If a contract is fully executed, the CONTRACTOR acknowledges and agrees that any service it provides to H-GAC and END USERS after the termination date of the CONTRACT will be deemed to be gratuitously provided, and H-GAC and END USERS shall have no obligation to pay for such services unless H-GAC approves an agreement to do so in its sole discretion.

1.6 Interpreting Specifications

The specifications and product references contained herein are intended to be descriptive rather than restrictive. H-GAC is soliciting proposals to provide a complete product and service package that meets its overall requirements. Although specific equipment and system references are included in this RFP for guidance, they are not intended to preclude

PROPOSERS from recommending alternative solutions offering comparable or better performance or value to H-GAC.

Changes in the specifications, terms, and conditions of this RFP will be made in writing by H-GAC prior to the proposal due date. Results of informal meetings or discussions between potential PROPOSERS and any H-GAC official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

1.7 Non-Responders to RFP

If unable to submit a proposal, please contact H-GAC in writing to provide reason for not submitting a proposal. Reasons for non-response to the RFP may be submitted to Ms. Cheryl Mergo at cheryl.mergo@h-gac.com.

Section 2: PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. PROPOSERS are encouraged to include additional relevant information. At PROPOSERS' option, brochures may accompany required proposal materials, but will not be considered as substitution for other written requirements.

2.1 Proposal Format

The Proposals must be typewritten and the original clearly marked and signed in blue ink. Legibility, clarity, and completeness are important and essential. Proposals must include labels which identify the sections of the Proposal.

2.2 Letter of Transmittal

The letter of transmittal should be limited to one (1) page and should include:

2.2.1 A brief statement that the PROPOSER understands of the work to be done.

2.2.2 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the PROPOSER.

2.2.3 A statement that the person signing the transmittal letter is authorized to legally bind the PROPOSER; that the proposal shall remain firm for a period of 180 days from the date of receipt of best and final offers, and that the proposal will comply with the requirements of this RFP.

2.2.4 A statement indicating which vendor, if multiple vendors are proposing jointly, intends to act as prime point of contact for proposal evaluation questions and the delivery and maintenance of the vendor's proposed offerings.

2.3 Title Page

The title page should include the RFP subject and RFP number, the name and address of the PROPOSER, and the date of the proposal.

2.4 Table of Contents

The contents should be identified by section, description, and page number.

2.5 Recommendations/Exceptions

If your organization takes exception to the equipment and/or services requested in the RFP, please state specifically within your proposal your objection. Deviations shall be acceptable to H-GAC only to the extent that the deviations are determined as having offered a feature or component which meets or exceeds the specifications.

2.6 Trade Secret Information

In the event a PROPOSER submits trade secret information to H-GAC, the information must be clearly labeled as "Trade Secret." H-GAC will maintain the confidentiality of such trade secrets to the extent provided by law.

2.7 Certificate of Registration

The PROPOSER must furnish a "Certificate of Registration" that identifies the States the PROPOSER is authorized to conduct business in prior to the awarding of the contract. Within the State of Texas, registration can be obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.

2.8 Capabilities and Related Experience

Please provide a description of your organization's related experience and capabilities. In order to propose, each PROPOSER must also provide a list of three (3) debris removal, reduction, and disposal operations in excess of 1,000,000 cubic yards where PROPOSER was the prime CONTRACTOR and provide references for the communities where these operations took place. Each reference must include jurisdiction name, contact name, e-mail address and phone number, and description of project. PROPOSERS that do not meet these minimum qualifications will not be considered.

2.9 Qualifications of Key Personnel

PROPOSERS must provide a listing of key personnel who would be assigned to the project, including their training and certifications and years of experience. PROPOSERS should also indicate which personnel will be primary contacts, which will be dedicated staff, and what role each staff member will play in execution of the contracted services.

2.10 Description of Work

Detailed requirements for the description of work, scope of services and proposed costs are provided in Scope of Work.

2.11 Technical Proposal

2.11.1 PROPOSERS should, at a minimum, provide the following information listed below. Each section shall be provided in the order listed below:

2.11.2 PROPOSER background, with specific detail to similar projects performed in excess of 1,000,000 cubic yards

2.11.3 PROPOSER technical experience regarding large-scale debris removal operations associated with hurricanes, storms, tornadoes, or other natural or manmade disasters

2.11.4 Organizational chart including proposed points of contact and a full-time project manager required to report to the END USER

2.11.5 Training and professional experience (include all professional certifications)

2.11.6 A list of existing contracts, particularly those within the State of Texas

2.11.7 References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 1,000,000 cubic yards)

2.11.8 A list of SUB-CONTRACTORS showing/including primary operating location

2.11.9 Provide a one to two page company profile with a brief description of the firm, capabilities, experience, contact information, website, and additional resources.

2.11.10 Detailed listing of CONTRACTOR'S equipment and resources

2.11.11A mobilization and operations plan

2.11.12Construction drawings for OSHA-compliant temporary inspection towers

2.11.13Anti-Collusion Statement

2.11.14PROPOSER'S equipment and resource list – PROPOSERS shall submit a list of on-site and off-site equipment that will be available at the collection site or facility. The list should include all fire prevention, safety, personal protective equipment, and other equipment that the PROPOSER determines suitable or necessary for the project.

2.11.15Spill and Fire Prevention Plan – PROPOSERS shall submit spill prevention and fire prevention plans tailored to on-site activities at the Debris Management Site (DMS) or facility.

2.11.16Contingency Plan – PROPOSERS shall submit a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of an emergency on-site.

2.11.17Employee Training and Medical Monitoring – PROPOSERS shall submit a detailed training outline of each position involved in debris removal and DMS(s) operations. PROPOSERS shall also submit information regarding employee medical monitoring requirements.

2.11.18Description of PROPOSER'S Safety Record – PROPOSERS shall submit a listing of all warning notifications, violations, and/or citations received from pertinent federal and/or state agencies in the past three (3) years by the PROPOSER.

2.11.19Third-Party Certification – PROPOSER shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series.

2.12 Safety

PROPOSER shall be solely responsible for maintaining safety at all work sites. PROPOSER shall take all reasonable steps to insure safety for both workers and visitors to the site(s) to include traffic control. PROPOSER will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

2.13 Generator Status and Indemnification

In order to protect H-GAC and END USERS from liabilities associated with on-site activities, transportation, and inherent CERCLA liabilities involving disposal, the CONTRACTOR should supply its own labor, transportation, and dispose of the waste at only EPA-permitted disposal facility. The CONTRACTOR must agree to assume generator status and be responsible for preparing and signing all manifests related to the END USER'S household hazardous collection and/or disposal facility.

CONTRACTOR agrees to and shall defend, indemnify, and hold H-GAC, END USERS, their employees, officers, and legal representatives (collectively, "H-GAC/END USERS") harmless for all claims, causes of action, liabilities, fines and expenses (including, without limitation, attorney's fees, court costs, and all other defense costs and interest), for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this agreement including, without limitation, those caused by:

1. CONTRACTOR'S and/or its agents', employees', officers', directors', or SUB-

CONTRACTORS' actual or alleged negligence or intentional acts or omissions;
2. H-GAC/END USERS' and CONTRACTOR'S actual or alleged concurrent negligence, whether CONTRACTOR is immune from liability or not; and
3. H-GAC/END USERS' and CONTRACTOR'S actual or alleged strict products liability or strict statutory liability, whether CONTRACTOR is immune from liability or not.

CONTRACTOR shall defend, indemnify, and hold H-GAC/END USERS harmless during the term of this agreement and for four years after this agreement terminates. CONTRACTOR shall not indemnify H-GAC/END USERS for the H-GAC/END USERS' sole negligence.

2.14 Release

The CONTRACTOR, its predecessors, successors, and assigns hereby release, relinquish, and discharge the H-GAC/END USERS, its agents, employees, officers, and legal representatives from any liability arising out of the H-GAC/END USERS' sole and/or concurrent negligence and/or the H-GAC/END USERS' strict products liability or strict statutory liability for any injury, including death or damage to persons or property, where such damage is sustained in connection with or arising out of performance under this Contract.

2.15 Insurance Requirements

The CONTRACTOR shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing H-GAC as an Additional Insured, in duplicate form, prior to the beginning of the Agreement. Each policy, except those for Worker's Compensation and Employer's Liability, must name H-GAC as Additional Insured parties on the original policy and all renewals or replacements. Each policy, except for Worker's Compensation and Employer's Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. CONTRACTOR'S failure to maintain the required insurance coverage at any time during the Contract period may be grounds for H-GAC to suspend the Contract and for END USERS to withhold payment until insurance coverage is satisfactory. The issuer of any policy shall have a certificate of authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of the Best's Key Rating Guide, Property-Casualty United States.

Standard insurance policies and minimum amounts required are as follows:

1. Commercial General Liability insurance for bodily and personal injury (including death) and property damage
   a. Each occurrence not less than $1,000,000
   b. General aggregate not less than $2,000,000
   c. The coverage shall include but not be limited to personal injury liability, premises/operations, and products/completed operations
2. Worker's Compensation and Employer's Liability Insurance
   a. Employers' Liability insurance of $1,000,000 per occurrence
   b. Worker's Compensation as required by statute

3. Automobile Liability (for vehicles CONTRACTOR uses in performing under the Agreement, including Employer's Owned, Non-Ownership, and Hired Auto Coverage) with broad pollution liability endorsement and MCS-90 endorsement
    a. Combined Single Limit of $1,000,000 per occurrence
4. Environmental Impairment Liability and/or Pollution Liability
    a. $3,000,000 per occurrence or claim and $3,000,000 aggregate
5. Excess Liability
    a. $3,000,000 per occurrence and $3,000,000 aggregate
6. Other Insurance
    a. If requested by H-GAC, CONTRACTOR shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to CONTRACTOR'S operations under the Agreement

Defense costs are excluded from the face amount of the policy. Aggregate limits are per 12-month policy period unless otherwise indicated.

All of the insurance required to be carried by the CONTRACTOR hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation to recover against H-GAC, and that is shall give thirty (30) days written notice to H-GAC before they may be cancelled or materially changed. Within such thirty (30) day period, CONTRACTOR covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially modified, or nonrenewed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the CONTRACTOR to obtain and keep in force the above-required insurance coverage shall authorize H-GAC, at its option, to terminate the Agreement at once. CONTRACTOR shall give written notice to H-GAC within five (5) days of the date on which total claims by any party against CONTRACTOR reduce the aggregated amount of coverage below the amounts required by the Agreement.

CONTRACTOR shall pay all insurance premiums, and H-GAC shall not be obligated to pay any premiums. CONTRACTOR shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against H-GAC.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the SUB-CONTRACTOR to cover their operations, and evidence such as insurance, satisfactory to H-GAC shall be furnished by the CONTRACTOR. In the event a SUB-CONTRACTOR is unable to furnish insurance in the limits required under the Agreement, the CONTRACTOR shall endorse the SUB-CONTRACTOR as an Additional Insured on his policies excluding Worker's Compensation and Employer's Liability.

Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

2.16 Financial Assurance

PROPOSERS must submit the most current, unqualified, audited financial statement or SEC Form 10K for the proposing organization. Proposals submitted without the most current certified financial statement or SEC Form 10K shall be considered non-compliant

with the RFP.

2.17 Conflict of Interest Questionnaire

Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website http://www.ethics.state.tx.us/. H-GAC officers include its Board of Directors and Executive Director, who are listed on the H-GAC website.

The CIQ must be completed and filed with a bid/proposal response if an employment or business relationship defined in the law exists.

Section 3: TERMS AND CONDITIONS

3.1 Proper Use of Materials

The PROPOSER shall use the information contained in this RFP only in the preparation of its proposal and other requested documentation. Any other use, dissemination, publication, or re-use of this information is expressly prohibited.

3.2 Trade Secret Information

In the event a PROPOSER submits trade secret information to H-GAC, the information must be clearly labeled as "Trade Secret." H-GAC will maintain the confidentiality of such trade secrets to the extent provided by law.

3.3 Recycling and Waste Management Hierarchy

H-GAC recognizes concerns for the depletion of natural resources and the ecological effect of wastes in the environment, and encourages the use of recycled, recyclable, and reusable products and materials. H-GAC also adheres to the Environmental Protection Agency's waste hierarchy of preferred methods for waste reduction. Source reduction is the most preferred method, followed by recycling, and lastly disposal in combustion facilities and landfills. PROPOSERS are encouraged to demonstrate their support of the recycling and waste management hierarchy goals of H-GAC and to arrange for the ultimate disposition of the wastes accordingly.

3.4 Non-Discrimination and Equal Opportunity

The CONTRACTOR(S) agree to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Contract; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Contract.

3.5 Small, Disadvantaged, Minority, Women-Owned & Historically Under-Utilized Businesses

It is the policy of H-GAC to assist Small, Disadvantaged, Minority, Women-Owned & Historically Under-Utilized Businesses in learning how to do business with H-GAC.

Further it is H-GAC's policy that these sources shall have the maximum feasible opportunity to compete. Successful CONTRACTOR(S) agree to comply with this policy if accepted.

3.6 Compliance with Americans with Disabilities Act (ADA)

PROPOSERS shall be in compliance with all relevant requirements of the Americans with Disabilities Act (ADA) as applicable to their operations. By submission of a proposal, PROPOSER acknowledges its intention to conform to the requirements of the Act. Failure to comply with ADA may cause H-GAC to suspend a contract with any successful PROPOSER.

3.7 Publicity

Any publicity released by the PROPOSER giving reference to this contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with prior approval of H-GAC.

3.8 Venue

Venue and jurisdiction of any suit, or cause of action arising under, or in conjunction with the contract awarded (directly with H-GAC) under these specifications, shall lie exclusively in Harris County, Texas.

Venue and jurisdiction of any suit, or cause of action arising under, or in conjunction with contract awarded by the END USER under these specifications, shall lie exclusively in the END USER'S limits.

3.9 Terms, Conditions, and Exceptions

3.9.1 This RFP does not commit H-GAC to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.

3.9.2 The proposals will become part of H-GAC's official files without any obligation on H-GAC's part. All responses shall be held confidential from all parties other than H-GAC until after the contract is awarded. Afterward, the proposals shall be available to the public.

3.9.3 H-GAC shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than H-GAC, at any time during the proposal evaluation process.

3.9.4 The PROPOSER shall not offer any gratuities, favors, or anything of monetary value to any official or employee of H-GAC (including any and all members of proposal evaluation committees) for the purposes of influencing consideration of a proposal.

3.9.5 PROPOSER(S) shall not collude in any manner, or engage in any practice, with any other PROPOSER(S) which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the proposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, H-GAC can combine or consolidate proposals, or portions thereof, for the purposes mentioned above.

3.9.6 All proposals submitted must be the original work product of the PROPOSERS.

The copying or paraphrasing of the work product of another PROPOSER is not permitted.

3.9.7 This RFP and the related responses of the selected PROPOSER will by reference (within either a Contract or Purchase Order) become part of any formal agreement with the selected PROPOSER and H-GAC.

3.9.8 H-GAC and the selected PROPOSER(S) may negotiate a contract or contracts for submission to the H-GAC Board of Directors for consideration and approval. H-GAC reserves the right to negotiate with the CONTRACTOR the exact terms and conditions of the contract.

3.9.9 CONTRACTOR personnel essential to the continuity and successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by H-GAC.

3.9.10 PROPOSERS are advised that all H-GAC contracts are subject to legal requirements provided for in any applicable State, Local, and Federal statute.

3.9.11 The CONTRACTOR acknowledges that any contract entered into as a result of this RFP may be terminated under the following conditions:

1. Convenience

   H-GAC may terminate the Contract in whole or in part without cause at any time giving written notice by certified mail to the successful PROPOSER whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC and END USER participants. Upon receipt of Termination Notice, all services hereunder of the successful PROPOSER and its employees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the successful PROPOSER shall prepare a final invoice within 30 days of such termination reflecting the services actually performed for a participating local government ("END USER") pursuant to the Contract and to the satisfaction of H-GAC's Executive Director or his designee whose name has not appeared on any prior invoice. Participating END USERS agree to pay the successful PROPOSER, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of END USER less compensation previously paid.

2. Default

   If the successful PROPOSER fails to perform in accordance with the terms and conditions set forth in the Contract documents, H-GAC may consider the successful PROPOSER to be in default. In this event, H-GAC may serve written notice upon the successful PROPOSER of its intention to terminate the Contract or portion thereof. Such notice shall contain the reasons for such intention to terminate and the successful PROPOSER shall have thirty (30) days after receipt to cure or provide a satisfactory plan of action to cure said default. If the successful PROPOSER fails to cure or provide a satisfactory plan to cure, H-GAC may issue a Termination Notice.

3.9.12 CONTRACTOR must promptly report to H-GAC any conditions, transactions, situation, or circumstances encountered by the CONTRACTOR which would impede or impair the proper and timely performance of the contract.

3.9.13 H-GAC has sole discretion and reserves the right to cancel this RFP or to reject any

or all proposals received prior to contract award.

3.9.14 H-GAC reserves the right to waive any formalities concerning this RFP, or to reject any or all proposals or any part thereof.

3.9.15 H-GAC reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. H-GAC reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.

3.9.16 After contract execution, the PROPOSER is the prime and responsible party for contracting and communicating the work to be performed to SUB-CONTRACTORS and for channeling other information between H-GAC and/or END USERS and SUB-CONTRACTORS, if necessary.

3.9.17 Prime CONTRACTOR assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime CONTRACTOR or is subcontracted to another organization.

3.9.18 If SUB-CONTRACTOR involvement is required in the use of license, patent, or proprietary process, the Prime CONTRACTOR is responsible for obtaining written authorization from the SUB-CONTRACTOR to use the process or providing another process comparable to that which is required and which is acceptable to H-GAC, all at no additional cost or liability to H-GAC and/or END USER.

3.9.19 All disposal sites and treatment methods used by the CONTRACTOR shall be approved by END USER. Any changes in disposal site or treatment method without obtaining prior approval of END USER shall constitute a material breach of this contract. In all instances, the CONTRACTOR must adhere to EPA treatment standards for treatment and disposal of wastes.

3.9.20 The PROPOSER represents and warrants by the submission of a proposal, for itself and its respective employees, officers, board members and agents, that its participation in this RFP process and, if selected, its engagement by H-GAC to perform planning services would not result in either a personal conflict of interest or an organizational conflict of interest.

3.9.21 H-GAC and/or END USER reserves the right to conduct audits and/or inspections of any transportation, storage or disposal facilities used by the CONTRACTOR.

3.10 CONTRACTOR Warranties

3.10.1 The successful PROPOSER (CONTRACTOR) will warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, transport, and dispose of all disaster debris that may be collected for disposal by END USER jurisdictions.

3.10.2 CONTRACTOR must warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received at all events.

3.10.3 CONTRACTOR must warrant that the CONTRACTOR owned or approved storage treatment/disposal facilities are licensed and permitted as necessary. In the event that the storage/treatment facility loses its permitted status hereafter, during the term of the Agreement, the CONTRACTOR will promptly notify H-GAC of such loss.

3.10.4 The CONTRACTOR will ensure that all vehicles transporting disaster debris (SUB-CONTRACTORS included) are properly registered, and that disaster debris drivers have all required State and Federal licenses.

3.10.5 CONTRACTOR must obtain all required Local, State, and Federal permits for the responsibilities of the CONTRACTOR. CONTRACTOR must obtain all necessary permits and qualify to transport waste according to DOT exemptions. CONTRACTOR must qualify to transport waste streams packaged in non-DOT specification packaging under DOT exemptions.

3.11 Preaudit

Any contract resulting from this RFP process may be pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by a END USER contract or purchase order issued which is incorporated as if fully set out.

3.12 Records Retention and Review

The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to H-GAC for a period of seven (7) years following receipt of final payment for the services referenced herein. Final payment may be payment of any retention for the services.

3.13 Written Notice to Proceed

The END USER shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via electronic mail or facsimile followed by regular mail. Under no circumstances shall the END USER be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.

3.14 Agreements with END USERS

The **END USER** will enter into an Agreement with the **CONTRACTOR** through this Contract as described in **CONTRACTOR'S** proposal response. Termination of this Contract for any reason shall not result in the termination of the underlying END USER Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new END USER Agreement with the **END USERS** pursuant to this Contract.

3.15 Resolution of Protested Solicitations and Awards

Any PROPOSER who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, up to 10 working days after first action by H-GAC Board of Directors to authorized negotiation with top-ranked PROPOSERS. Grievances filed more than 10 days after action by H-GAC Board of Directors will not be deemed timely and will not be considered. In order for a PROPOSER to enter the grievance process, a written complaint must be sent to the Chief Financial Officer of H-GAC by certified mail which includes the following:

1. Name, mailing address, and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.

3. A precise statement of the reasons for the protest.

4. Supporting exhibits, evidence, or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Financial Officer will initiate the informal resolution process.

The Procurement Officer or Departmental Director responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Services Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Financial Officer immediately. The Chief Financial Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Chief Financial Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The PROPOSER may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

Section 4: TERMS AND DEFINITIONS

Definitions of key terms used in this RFP are provided below.

4.1 Approved Final Disposal Site

4.1.1 A final disposal site approved in writing by the END USER.

4.2 Authorized Representative

4.2.1 END USER employees and/or contracted individuals designated by the END USER or END USER debris manager.

4.3 Cleanup Crew

4.3.1 A group of individuals or an individual employed by the CONTRACTOR to collect disaster debris.

4.4 Construction and Demolition (C&D) Debris

4.4.1 FEMA Publication 325 defines eligible C&D debris as damaged components of buildings and structures such as lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and other residential contents that are a result of a disaster. (Note: This definition of C&D debris is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents.) Current eligibility criteria include the following:

a. Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way (ROW).

b. Debris removal must be the legal responsibility of the applicant.

c. Debris must be a result of a major disaster.

4.5 Debris

4.5.1 Items and materials broken, destroyed, or displaced by a natural or human-caused federally declared disaster. Examples of debris include but are not limited to trees, C&D debris, and personal property.

4.6 Debris Management Site (DMS)

4.6.1 A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a temporary debris storage and reduction site (TDSRS) or temporary debris staging and processing facility (TDSPF).

4.7 Debris Manager

4.7.1 The END USER will designate a Debris Manager, who will provide oversight for all phases of debris removal operations.

4.8 Debris Removal

4.8.1 Picking up debris and taking it to a DMS, composting facility, recycling facility, permitted landfill, or other reuse or end-use facility.

4.9 Demolition

4.9.1 Demolition is the act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

4.10 Description of Designated Area

4.10.1 The designated area for debris removal is bounded by END USER limits and includes all public ROWs, easements, parks, and debris staging areas within the areas of the END USER. Debris clearance and removal on roadways in municipalities within the END USER'S limits may assign debris removal responsibilities to the CONTRACTOR. The CONTRACTOR will remove debris from municipal roadways at the direction of the END USER. The END USER may also authorize the CONTRACTOR to remove debris from NON-END USER roadways or other areas as directed in writing by the END USER.

4.10.2 All debris identified by the END USER shall be removed. The CONTRACTOR shall make up to two complete passes through the END USER'S limits, removing all debris along each ROW. The END USER may or may not require the CONTRACTOR to perform a third pass. Partial removal of debris piles is strictly prohibited. The CONTRACTOR shall not move from one designated area to another designated area without prior approval from the END USER or its representative. Any eligible debris (such as fallen trees) that extends onto the ROW from private property shall be cut at the point where it enters the ROW, and the part of the debris that lies within the ROW shall be removed. The CONTRACTOR shall not enter onto private property during the performance of this contract unless specifically authorized in writing by the END USER.

4.10.3 The CONTRACTOR shall deliver debris to disposal sites that have been permitted to receive disaster debris and will adhere to all State, Local, and Federal regulations.

4.10.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than six (6) inches beyond the sides of the truck bed. Any debris extending above the top of the truck bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to the disposal site.

4.10.5 All debris will be mechanically loaded. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at DMS(s), unless approved in advance by the END USER.

4.10.6 Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on-site. Hand crews and rakes will be required.

4.10.7 The CONTRACTOR will provide an on-site Project Manager to the END USER.

The Project Manager shall provide the END USER with a telephone number at which the Project Manager can be reached throughout the project. The Project Manager will be expected to have daily meetings with END USER representatives. Daily meeting topics will include but will not be limited to volume of debris collected, completion progress, local coordination, and damage repairs. The END USER may adjust the frequency of meetings. The CONTRACTOR Project Manager must be available 24 hours-a-day, or as required by the END USER.

4.10.8 The END USER may provide the CONTRACTOR with potential DMS(s). The CONTRACTOR will be responsible for returning the DMS(s) to its original condition, abiding by all State and Federal environmental regulatory requirements.

a. DMS locations to be determined within the END USER service request form.

b. Once DMS locations are identified, the CONTRACTOR will be provided with the address, GPS coordinates, and estimated acreage of each DMS.

c. Based on the severity of the disaster, the END USER may task the CONTRACTOR with locating additional sites available to be used as DMS(s).

d. The END USER does not warrant or guarantee the availability or use of any dump sites. The CONTRACTOR must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved in writing by the END USER. The CONTRACTOR will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS(s) operations and remediation must comply with all Local, State, and Federal safety and environmental standards. CONTRACTOR reduction, handling, disposal, and remediation operations must be approved in writing by the END USER.

e. Payment for disposal costs (such as tipping fees) incurred by the CONTRACTOR at permitted disposal facilities, or other END USER-approved sites that meet Local, State, and Federal regulations for disposal, will be made at the cost incurred by the CONTRACTOR. The CONTRACTOR must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.

4.10.9 The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and Local governments or agencies, or of any public utilities.

4.10.10 The END USER reserves the right to inspect the DMS(s), verify quantities, and review operations at any time.

4.10.11 The CONTRACTOR shall be capable of assembling, directing, and managing a workforce that can be fully operational in debris management operations in a maximum of seventy-two (72) hours, or sooner depending on the extent of the disaster. Operations must begin within twenty-four (24) hours of notification by the END USER. Depending on the category of the event, the END USER may request immediate mobilization.

4.10.12 Debris management activities reimbursed through federal disaster programs may occur in areas protected by the Endangered Specifies Act. For END USERS, any project that requires a federal permit or receives federal funding is subject to

Section 7. The CONTRACTOR and END USER will comply with the findings of the Section 7 consultation, if applicable.

4.10.13 Debris management activities reimbursed through federal disaster programs may occur in areas that are protected by the Texas Historical Commission (THC). The CONTRACTOR and END USER will coordinate with the SHPO when appropriate.

4.11 Disaster Specific Guidance (DSG)

4.11.1 DSG is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to by its numerical identification.

4.12 Eligible

4.12.1 Eligible means qualifying for and meeting the most current stipulated requirements (at the time the written Notice to Proceed is issued and executed by the END USER to the CONTRACTOR) of the FEMA Public Assistance Grant Program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325, and all current FEMA fact sheets, guidance documents, and DSGs. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

4.13 Endangered Species Act

4.13.1 Section 7 of the Endangered Species Act, ***16 U.S.C. § 1536(a)(2),*** requires all Federal agencies to consult with the National Marine Fisheries Service (NMFS) for marine and anadromous species, or the United States Fish and Wildlife Service (FWS) for fresh-water and wildlife, if they are proposing an action that may affect listed species or their designated habitat. "Action" is defined broadly to include funding, permitting, and other regulatory actions. (See ***50 C.F.R. § 402.02.***)

4.13.2 Each Federal agency is to ensure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of a listed species or result in the destruction or adverse modification of a designated critical habitat. This is done through consultation. If such species may be present, the Local government must conduct a biological assessment (BA) to analyze the potential effects of the project on listed species and critical habitat in order to establish and justify an effect determination (assistance and coordination may be available from the State of Texas, especially with transportation projects). The Federal agency reviews the BA and, if it concludes that the project may adversely affect a listed species or its habitat, it prepares a biological opinion. The biological opinion may recommend reasonable and prudent alternatives to the proposed action to avoid jeopardizing or adversely modifying the habitat.

4.14 FEMA Publication 325 Debris Management Guide

4.14.1 This publication is specifically dedicated to the rules, regulations, and policies associated with the debris removal process. Familiarity with this publication and any revisions can help a Local government limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act, including the following:

a. Eliminating immediate threats to lives, public health, and safety.

b. Eliminating immediate threats of significant damage to improved public or private property.

c. Ensuring the economic recovery of the affected community to the benefit of the community at large.

4.15 Grinding

4.15.1 Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

4.16 Hazardous Hanging Limbs

4.16.1 A limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

a. The limb must be greater than two (2) inches in diameter.

b. The limb must be suspended in a tree and threatening a public use area.

c. The limb must be located on improved public property.

4.17 Hazardous Leaning Tree

4.17.1 A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

a. The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from an arborist).

b. The tree has a split trunk or broken branches that expose the heartwood.

c. The tree has fallen or been uprooted within a public use area.

d. The tree is leaning at an angle greater than thirty (30) degrees.

4.18 Hazardous Stump

4.18.1 A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

a. The stump has fifty (50) percent or more of the root ball exposed.

b. The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.

c. The stump is located on a public ROW.

d. The stump poses an immediate threat to public health and safety.

4.19 Historic Preservation

4.19.1 In certain instances, debris operations may occur in designated areas (for example,

DMS locations or private property) that are subject to historical preservation rules and regulations.

4.20 Household Hazardous Waste (HHW)

4.20.1 The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

a. HHW must be located within a designated area and be removed from an eligible applicant's improved property or ROW.

b. HHW removal must be the legal responsibility of the applicant.

c. HHW must be a result of a major disaster.

4.20.2 The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected by the CONTRACTOR with written authorization by the END USER. Hazardous waste must be disposed of in accordance with all rules and regulations of Local, State, and Federal regulatory agencies.

4.21 Monitor

4.21.1 Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the END USER'S expectations and contractual requirements, and complying with all applicable Federal, State, and Local regulations. May also be referred to as a field inspector.

4.22 Personal Protective Equipment (PPE)

4.22.1 Equipment worn to minimize exposure to a variety of hazards.

4.23 Recycling

4.23.1 The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

4.24 Refrigerant

4.24.1 Ozone-depleting compound that must be removed from white goods or other refrigerant-containing items prior to recycling or disposal.

4.25 Right-of-Entry (ROE)

4.25.1 As used by FEMA, the document by which a property owner confers to the END USER or its CONTRACTOR or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

4.26 Right-of-Way (ROW)

4.26.1 The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

4.27 Scale/Weigh Station

4.27.1 A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

4.28 Tipping Fee

4.28.1 A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped. May also be referred to as a disposal fee.

4.29 Used Electronics

4.29.1 End-of-life electronics (typically televisions, computers, and related components) that have been damaged by the disaster. May also be referred to as e-waste.

4.30 Vegetative Debris

4.30.1 Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber, and wood products.

4.30.2 Remains of standing trees that are clearly damaged beyond salvage.

4.31 White Goods

4.31.1 As outlined in FEMA Publication 325, eligible white goods are defined as discarded disaster-related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

a. White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.

b. White goods removal must be the legal responsibility of the applicant.

c. White goods must be a result of a major disaster.

Section 5: SCOPE OF WORK AND RATE SCHEDULE ITEMS

The CONTRACTOR shall have the capacity to manage a major workforce with multiple SUB-CONTRACTORS and to cover the expenses of a major recovery prior to being paid by the END USER. Established management teams must be in place. The CONTRACTOR shall have the resources to provide the equipment and personnel necessary to cover a disaster. The CONTRACTOR shall have experience in three (3) debris removal, reduction, and disposal operations in excess of one million (1,000,000) cubic yards where the CONTRACTOR was the prime CONTRACTOR.

It shall be the CONTRACTOR'S responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris once the END USER issues a Notice to Proceed to the CONTRACTOR, unless otherwise directed in writing by the END USER.

Unique Pricing Schedules will be solicited by H-GAC on the END USER'S behalf during the second phase of the procurement process as described in the Introduction section of this RFP. Examples of pricing schedules are included in Appendix A.

Payment for disposal costs (such as tipping fees) incurred by the CONTRACTOR at an END USER-approved final disposal site that meet Local, State, and Federal regulations for disposal will be reimbursed by the END USER as a pass-through cost. Prior to reimbursement by the END USER, the CONTRACTOR must furnish an invoice in hard copy and electronic formats, all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.

The Scope of Work under this contract includes the following elements:

5.1 Emergency Road Clearance

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from END USER roadways and waterways to make them passable immediately following a declared disaster. All roadways designated by the END USER shall be clear and passable within seventy (70) working hours of the issuance of a Notice to Proceed from the END USER to conduct emergency roadway clearance work. The END USER may choose to extend the CONTRACTOR'S seventy (70)-hour limit through a written request. This may include roadways in municipalities within the END USER. Roadways will be cleared as directed by the END USER. The CONTRACTOR shall assist the END USER and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (that is, certification), starting and ending times, and zones/areas cleared. Services performed under this Contract element will be compensated using a mutually agreed upon Hourly Labor and Equipment Price Schedule.

5.2 Right-of-Way (ROW) Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris from the END USER ROW to an END USER-approved DMS or approved final disposal site in accordance with all Federal, State, and Local regulations.

5.2.1 Vegetative debris in the END USER ROW is defined as debris, resulting from a hurricane or other natural or human-caused disaster, that has been or will be placed along public ROWs, easements, END USER parks, alleys, END USER debris

staging areas, and other areas as designated by the END USER.

5.2.2 For the purposes of this contract, eligible vegetative debris that is piled in immediate proximity to the actual legal street ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.

5.2.3 The CONTRACTOR will remove vegetative debris as directed by the END USER.

5.2.4 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the END USER or its authorized representative.

5.2.5 The CONTRACTOR must provide traffic control as conditions require or as directed by the END USER.

5.2.6 Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed by the END USER or its authorized representative. The END USER will provide specific right-of-entry (ROE) legal and operational procedures.

5.3 ROW Construction and Demolition (C&D) Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible C&D debris from the END USER ROW to an END USER-approved final disposal site in accordance with all Federal, State, and Local regulations.

5.3.1 C&D debris in the END USER ROW is defined as disaster generated debris that has been or will be placed along public ROW, easements, END USER parks, alleys, and END USER debris staging areas.

5.3.2 For the purposes of this contract, eligible C&D debris that is piled in immediate proximity to the ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.

5.3.3 The CONTRACTOR will remove C&D debris from the ROW as directed by the END USER.

5.3.4 Once the debris removal vehicle has been issued a load ticket from the END USER'S authorized representative, the debris removal vehicle will proceed immediately to an END USER-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

5.3.5 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the END USER or its authorized representative.

5.3.6 The CONTRACTOR must provide traffic control as conditions require or as directed by the END USER.

5.3.7 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed by the END USER or its authorized representative. The END USER will provide specific ROE legal and operational procedures.

5.3.8 C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The END USER or authorized representative will

obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

5.4 Demolition, Removal, Transport, and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible non- regulated asbestos-containing material (non-RACM) structures on private property within the jurisdictional limits of the END USER. Under this service, work will include asbestos-containing material (ACM) testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of non-RACM structures, as well as scattered C&D debris on private property, will be transported to an END USER-approved final disposal site in accordance with all Federal, State, and Local regulations.

5.4.1 Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the END USER.

5.4.2 Entry onto private property will only be permitted when directed by the END USER. The END USER will provide specific ROE legal and operational procedures.

5.4.3 The CONTRACTOR is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.

5.4.4 Decommissioning consists of the removal and disposal of all household hazardous waste (HHW), used electronics, white goods, and scrap tires from a non-RACM structure at a properly sanctioned facility in accordance with all applicable Federal, State, and Local regulations.

5.4.5 Any structurally unsound and unsafe structures will be identified and presented to the END USER for direction regarding decommissioning.

5.4.6 Removal and transportation of eligible non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the END USER'S authorized representative.

5.4.7 Once the debris removal vehicle has been issued a load ticket from the END USER'S authorized representative, the debris removal vehicle will proceed immediately to an END USER-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

5.4.8 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the END USER or its authorized representative. The END USER will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

5.5 Demolition, Removal, Transport, and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the END USER. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from

the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an END USER-approved final disposal site in accordance with all Federal, State, and Local regulations.

5.5.1 The CONTRACTOR is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.

5.5.2 Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.

5.5.3 Any structurally unsound and unsafe structures will be identified and presented to the END USER for direction regarding decommissioning.

5.5.4 Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the END USER'S authorized representative.

5.5.5 Once the debris removal vehicle has been issued a load ticket from the END USER'S authorized representative, the debris removal vehicle will proceed immediately to an END USER-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

5.5.6 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the END USER or its authorized representative. The END USER will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

5.6 DMS Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction of disaster debris. Reduction methods must be approved by the END USER prior to commencement of reduction activities. DMS layouts and ingress and egress plans must be approved by the END USER.

5.6.1 Managing DMS location includes helping to obtain necessary Local, State, and Federal permits or approval and operating in accordance with all rules and regulations of Local, State, and Federal regulatory agencies, which may include but are not limited to the U.S. Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), Texas Historical Commission (THC), or other State agencies. The CONTRACTOR shall also be responsible for all costs associated with third-party groundwater and soil testing.

5.6.2 Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.), and END USER as outlined in Section 4.10 Description of Designated Area.

5.6.3 If the alternate tonnage price schedule of this RFP is used, the CONTRACTOR shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of receiving the Notice to Proceed or written notice that the END USER intends to use the alternate tonnage

price schedule of this RFP. The CONTRACTOR shall provide a sufficient number of scales meeting the END USER'S specifications to provide for the efficient delivery of waste streams without excessive wait times. The END USER shall decide what constitutes an excessive wait time. To the extent that the END USER determines that additional scales are required, certified scales must be operational within five (5) business days of the END USER'S written request.

5.6.4 The CONTRACTOR is responsible for maintaining the DMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

5.6.5 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) traffic control (for example, traffic cones and staff with traffic flags).

5.6.6 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control (for example, an operational water truck, silt fencing, and other best management practices).

5.6.7 The CONTRACTOR is responsible for providing twenty-four (24)-hour security at DMS(s).

5.6.8 The CONTRACTOR will only permit CONTRACTOR vehicles and others specifically authorized by the END USER or its authorized representative on DMS locations.

5.6.9 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) utilities (for example, water, lighting, and portable toilets).

5.6.10 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) fire protection (for example, an operational water truck [sufficient and equipped for fire protection], fire breaks, and a site foreman).

5.6.11 The CONTRACTOR is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation is reflected in this scope of work. The END USER will be responsible for disposing of HHW/contaminant material segregated and stored in lined containers at the DMS(s)

5.6.12 The CONTRACTOR shall provide tower(s) from which the END USER or its authorized representative can make volumetric load calls. The tower provided by the CONTRACTOR will meet required minimum specifications.

5.6.13 The CONTRACTOR is responsible for operating the DMS(s) in accordance with Occupational Health and Safety Administration (OSHA), EPA, and TCEQ guidelines.

5.6.14 Upon completion of haul-out activities, the CONTRACTOR shall restore the site to its original condition prior to site use at their own expense, abide by all Local, State, and Federal environmental regulatory requirements, and obtain a written release from the END USER or its authorized representative. Site remediation will include but is not limited to returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the END

USER'S direction for DMS(s) operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all State and Federal environmental regulatory requirements and is subject to final approval by the END USER and TCEQ.

5.7 DMS Management and Reduction by Grinding

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by grinding. Reduction methods are at the discretion of the END USER. Grinding must be approved by the END USER prior to commencement of reduction activities.

5.7.1 All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

5.7.2 The CONTRACTOR must obtain the END USER'S approval to reduce C&D debris. If approved for reduction by the END USER, C&D debris must be reduced via grinding in order for the END USER to compensate the CONTRACTOR for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

5.8 DMS Management and Reduction by Incineration

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the END USER. Incineration must be approved by the END USER prior to commencement of reduction activities.

5.8.1 All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

5.9 Haul-Out of Reduced Debris to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material (such as ash, compacted C&D, or mulch) from an END USER-approved DMS(s) to an END USER-approved final disposal site in accordance with all Local, State, and Federal regulations.

5.9.1 All un-reduced disaster debris must be transported to a final disposal site separately from reduced debris.

5.9.2 The CONTRACTOR shall provide the name and address of each disposal site to be used along with the name and the telephone number of a responsible party for each site, prior to commencing the work.

5.9.3 The CONTRACTOR shall not use any disposal site without the written consent of the END USER. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the END USER prior to issuing any such authorization.

5.9.4 The CONTRACTOR shall initiate and manage the execution of a written three-

party agreement between the disposal site owner/operator, the CONTRACTOR, and the END USER for permission to post an END USER inspector at the site for verification of each load disposed.

5.9.5 The CONTRACTOR shall provide a sufficient number of debris site towers and/or certified scales meeting END USER specifications to provide for the efficient delivery of waste streams without excessive wait times. The END USER shall decide what constitutes an excessive wait time. To the extent that the END USER determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the END USER'S request and certified scales must be operational within five (5) business days of the END USER'S request.

5.9.6 At the completion of disposal operations, each disposal site will issue a written summary of the quantity, type, and origin of waste delivered.

5.9.7 The CONTRACTOR shall not receive any payment from the END USER for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a final disposal site that was not approved by the END USER.

5.10 Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, control costs, and other associated costs necessary to remove all eligible hazardous leaning trees six (6) inches or greater in diameter, measured four (4) feet from the base of the tree or chest height, and eligible hazardous hanging limbs two (2) inches or greater in diameter in the END USER ROW. Further, debris generated from the removal of eligible hazardous leaning trees and eligible hazardous hanging limbs two (2) inches or greater in the END USER ROW will be placed in the safest possible location on the END USER ROW and subsequently removed in accordance with Section 5.2 of this RFP. Eligible hazardous leaning trees less than six (6) inches in diameter, measured four (4) feet from the base of the tree or at chest height, will be flush cut, loaded, and removed in accordance with Section 5.2 of this RFP. The END USER will not compensate the CONTRACTOR for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the END USER ROW, then the CONTRACTOR must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

5.10.1 Eligible hazardous leaning trees will be identified by the END USER or its authorized representative for removal. Removal and transportation of hazardous leaning trees six (6) inches or greater in diameter on the END USER ROW or private property will be performed as identified by the END USER or authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of hazardous leaning trees will be communicated to the CONTRACTOR in writing by the END USER or authorized representative. For hazardous leaning trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

a. The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from an arborist).

b. The tree has a split trunk or broken branches that expose the heartwood.

c. The tree has fallen or been uprooted within a public use area.

d. The tree is leaning at an angle greater than thirty (30) degrees.

5.10.2 Eligible hazardous hanging limbs will be identified by the END USER or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter on the END USER ROW or private property will be performed as identified by the END USER'S authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the CONTRACTOR in writing by the END USER'S authorized representative. For hazardous hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

a. The limb is greater than two (2) inches in diameter.

b. The limb is still hanging in a tree and threatening a public use area.

c. The limb is located on improved public property.

5.11 Removal of Hazardous Stumps

5.11.1 Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree, in the END USER ROW. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of eligible hazardous uprooted stumps in the END USER ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with Section 5.2 of this RFP. Stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal vegetative debris and will be removed in accordance with Section 5.2 of this RFP. The END USER will not compensate the CONTRACTOR for removing hazardous stumps less than twenty-four (24) inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA Stump Conversion Table (see Attachment 1) and will be removed under the terms and conditions of Section 5.2 of this RFP.

5.11.2 Eligible hazardous stumps will be identified by the END USER for removal. Removal and transportation of hazardous uprooted stumps in the END USER ROW and private property will be performed as identified by the END USER. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR in writing by the END USER. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirements:

a. Over fifty (50) percent of the tree crown is damaged or broken and heartwood is exposed.

b. Fifty (50) percent or more of the root ball is exposed.

c. The stump is on END USER ROW and poses an immediate threat to public health, safety, or welfare.

5.11.3 Stumps that are not attached to the ground will be considered normal vegetative debris and will be subject to removal under the terms and conditions of Section 5.2. Stumps with less than fifty (50) percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (that is, tree trunk) will be removed under the terms and conditions of Section 5.2. The cubic yard volume of the unattached stump will be based on the diameter conversion using the published FEMA Stump Conversion Table (see Attachment 1).

5.11.4 The END USER or its representative will measure and certify all stumps before removal.

5.11.5 Stumps shall only be collected after the END USER and the CONTRACTOR document and perform the following:

a. Location – Determine that the uprooted stump is located on improved public property or a public ROW. Record and document the location using photography, map depiction, and specific descriptive notations.

b. Size – Measure and record the diameter of the stump to be removed at the appropriate location.

c. Marking – Eligible stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.

d. Stump Worksheet – Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump to capture the following information: 1) names and signatures of parties present; 2) physical location (street address, road cross streets, etc.); 3) stump number; 4) size of the stump; and 5) date of stump removal.

5.11.6 The unit stump price shall include but not be limited to stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

5.12 ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a END USER-approved DMS, decontamination, and transportation to the END USER'S approved final disposal site.

5.12.1 White goods containing refrigerants must first have such refrigerants removed by the CONTRACTOR'S qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

5.12.2 The removal, transportation, and disposal of white goods includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

5.12.3 There are no disposal fees for residential white goods.

5.13 Used Electronics

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible used electronics from the ROW to the END USER-approved final disposal site. Eligible used electronics includes but is not limited to disaster-damaged televisions, computers, computer monitors, and microwaves in areas identified and approved by the END USER. The CONTRACTOR shall recycle or dispose of all eligible used electronics in accordance with all Local, State, and Federal regulations.

5.14 Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of HHW.

5.14.1 The removal, transportation, and disposal of HHW includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulations.

5.14.2 The collection methods shall include collection vehicles supplied by the CONTRACTOR which shall be capable of transporting HHW materials from the curb to the approved final disposal sites. All hazardous waste collection personnel shall wear Level D personal protective equipment (PPE) and carry a means of communication (for example, cell phone or radio) for safety and operational purpose. CONTRACTOR personnel shall observe all applicable safety requirements for the handling of HHW in accordance with applicable regulations. All HHW shall be examined prior to collection to ensure it is free of other more serious contaminants, including PCBs. Such serious and non-qualifying non-HHW waste shall be noted and scheduled for separate recovery by the END USER or CONTRACTOR as directed by the END USER. Debris identified as HHW shall be collected and placed in poly bags for temporary storage during transport to the approved final disposal site.

5.14.3 HHW from DMS

5.15 Abandoned Vessel and Vehicle Removal

Under this contract, work shall consist of the all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and haul-out of eligible vessels and vehicles in areas identified and approved by the END USER. The removed eligible vehicles will be hauled to an END USER-approved staging area and subsequently disposed of by the appropriate regulatory agency.

5.15.1 The removal, transportation, and disposal required for abandoned vessel and vehicle removal includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulations.

5.16 Animal Carcass Removal and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses in areas identified and approved by the END USER to an approved final disposal site. The carcasses will be hauled to an END USER-approved staging area and subsequently disposed of by the appropriate regulatory agency.

5.16.1 The CONTRACTOR will coordinate activities with the appropriate Local animal

control agency.

5.16.2 The removal, transportation, and disposal of Animal Carcasses includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulations.

5.17 Other Debris Removal Work

Neither the CONTRACTOR nor any SUB-CONTRACTOR shall solicit work from private citizens or others to be performed in the designated work areas during the term of this CONTRACT. The END USER reserves the right to require the CONTRACTOR to dismiss or remove from the project any workers as the END USER sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

5.18 Use of Local Resources

The CONTRACTOR will be able to use their own SUB-CONTRACTOR resources to meet the obligations of the contract. FEMA encourages using local resources. The END USER'S will establish the extent to which CONTRACTOR must use local resources. It is expected that the awarded CONTRACTOR will encourage at least thirty (30) percent of SUB-CONTRACTORS are resources located within the disaster area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workmen at the END USER'S discretion.

5.19 Working Hours

Working hours of this CONTRACT shall only be during daylight hours, Monday through Sunday, or as otherwise directed by the END USER. No work outside these hours shall be allowed unless approved in advance by the END USER.

5.19.1 The CONTRACTOR shall conduct debris removal operations that generate noise levels above that normally associated with routine traffic flow during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the END USER and the CONTRACTOR. Unless otherwise directed, the CONTRACTOR must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four-(24)-hour, seven-(7)-day-a-week basis. No work will be performed on the following holidays without prior approval of the END USER:

a. New Year's Day

b. Memorial Day

c. Independence Day

d. Labor Day

e. Thanksgiving Day

f. Christmas Day

5.20 Debris Site Tower Specifications

The CONTRACTOR shall provide as many towers as designated by the END USER at each disposal site for the use of END USER representatives during their inspection of

dumping operations.

5.20.1 If ingress and egress of the DMS(s) is of significant distance that the END USER or its authorized representative are unable to verify the entering and exiting trucks, then the CONTRACTOR may be required to provide a second tower.

5.20.2 The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. The platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the CONTRACTOR for the construction of towers is an overhead expense considered part of the CONTRACTOR'S compensation under the terms and conditions of Section 5.

5.20.3 The CONTRACTOR shall provide a minimum of one (1) portable toilet at each dump site for the use of END USER authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and will be kept in a sanitary condition by the CONTRACTOR throughout dumping operations. The expense incurred by the CONTRACTOR for the operation of portable toilets is an overhead expense considered part of the CONTRACTOR'S compensation under the terms and conditions of Section 5.

5.20.4 Care shall be taken to place tower at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the END USER due to unsuitable conditions at the tower.

5.21 Equipment

5.21.1 All trucks and other equipment must comply with all applicable Local, Tribal, State, and Federal regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, and must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

5.21.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable regulations, cover the front and both sides, and are constructed to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the END USER or authorized representative prior to its use by the CONTRACTOR.

5.21.3 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated area during the period of this contract. Under no circumstances will the PROPOSER mix debris hauled for others with debris hauled under this contract.

5.21.4 Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to an approved DMS or an approved final disposal

site.

5.21.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the END USER.

5.21.6 Hand-loaded vehicles are prohibited unless pre-authorized in writing by the END USER following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent deduction for lack of compaction.

5.22 Traffic Control

5.22.1 The CONTRACTOR shall mitigate the effects of their operations on local traffic to the fullest extent practical. The CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites.

5.22.2 The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices at all CONTRACTOR work areas to ensure the safety of vehicular and pedestrian traffic.

5.22.3 The CONTRACTOR shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions to protect the designated area and the safety of the public.

5.22.4 All work shall comply with all applicable Local, State, and Federal regulations governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the CONTRACTOR. No further work shall take place until the deficiency is corrected. Neither the END USER nor the END USER'S authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

5.22.5 Highways, streets, or parts of the designated area closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.

5.22.6 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons, and signaling devices shall meet the minimum requirements established in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received. Traffic control will conform to the State's most current roadway and traffic design standards and the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. The foregoing requirements are to be considered as minimum and the CONTRACTOR'S compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR'S employees throughout the designated area.

5.22.7 The expenses incurred by the CONTRACTOR for traffic control shall be compensated under the terms and conditions of Section 5.

5.23 Damage to Public or Private Property

5.23.1 All items damaged as a result of CONTRACTOR or SUB-CONTRACTOR operations (for example, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, and turf) shall be repaired or replaced by the CONTRACTOR, at their expense, in a manner prescribed by and at the sole satisfaction of the END USER. The CONTRACTOR will be responsible for any invoices submitted to the END USER (such as by utility companies or landowners) that are determined to be the result of damage done by the CONTRACTOR. The END USER reserves the right to pay any such invoices and deduct the cost from the CONTRACTOR'S invoice. Repairs or receipt of repairs shall be completed and submitted to the END USER prior to submission of the CONTRACTOR'S invoice for work accomplished. If the CONTRACTOR fails to repair any damaged property, the END USER may have the work performed and charge the CONTRACTOR.

5.23.2 The CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means necessary.

5.23.3 The CONTRACTOR'S failure to restore damage to public or private property to the satisfaction of the END USER will result in the END USER withholding retainage money in an amount sufficient to make necessary repairs.

5.24 Existing Utilities

5.24.1 Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be CONTRACTOR'S responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The CONTRACTOR shall pay all such costs to the utility company for any adjustments.

5.24.2 The CONTRACTOR shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the CONTRACTOR.

5.25 Environmental Protection

5.25.1 All chemicals of whatever nature used during project construction or furnished for project operations must be state and federally certified. Their use and disposal of all residues shall strictly comply with instructions.

5.25.2 The CONTRACTOR shall, at their own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the END USER. The CONTRACTOR shall comply in a timely manner with all directions of the END USER regarding the use of a water truck or other approved dust abatement measures.

5.25.3 The CONTRACTOR shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

5.26 Documentation and Measurement

5.26.1 Prior to beginning any work, the END USER or its authorized representative shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the END USER or its authorized representative prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an END USER authorized representative each time it returns to work from other contracts or communities.

5.26.2 The CONTRACTOR is responsible for ensuring that all SUB-CONTRACTORS maintain valid driver's licenses and equipment legally fit for travel on the road.

5.26.3 The CONTRACTOR shall designate one Project Manager. The Project Manager shall provide the END USER with a telephone number at which the Project Manager can be reached throughout the project.

5.26.4 Load tickets will be provided by the END USER or its authorized representative for recording volumes of debris removal.

a. Each load ticket shall consist of one original and four carbon-copy duplicates.

b. Load tickets will be issued by an END USER authorized representative at the loading site. The END USER will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dump site, the vehicle operator will give the four copies to the END USER authorized representative at the dump site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the END USER authorized representative present at the dump site. The END USER authorized representative will validate, enter the estimated debris quantity, and sign the load tickets. The END USER will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the CONTRACTOR'S records.

c. The CONTRACTOR shall give written notice of the location for work scheduled twenty-four (24) hours in advance to the END USER.

5.27 Ownership of Debris

All debris residing in the END USER ROW and END USER provided DMS(s) shall be the property of the END USER until final disposal at a properly permitted disposal site. The CONTRACTOR shall be responsible removing debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the ROW as the result of road clearing, the END USER will direct residents to place debris in segregated piles along the ROW, separated as to the waste category. There may be a need to perform some curbside separation of the different waste materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the END USER. Any items requiring disposal at special sites shall be required to be monitored for the collection, complete haul, and delivery at the approved special site with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

5.27.1 All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless

specifically directed by the END USER. Collection of municipal solid waste (MSW) is outside the scope of this contract. All debris handled by the CONTRACTOR shall become the property of the CONTRACTOR upon collection.

5.27.2 It is recognized that C&D debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Texas Commission on Environmental Quality (TCEQ) may issue orders for the classification and disposition of all disaster debris. Based on the mandates of TCEQ and other applicable State and Federal reimbursement agencies, the character and disposal of waste streams will be determined. The CONTRACTOR and END USER will establish a final disposal plan based on these mandates.

5.28 END USER Responsibilities

END USER responsibilities will vary with each END USER depending on END USER needs and resources. The END USER, at a minimum, will be responsible for the following:

a. Coordinating collection activities with the CONTRACTOR

b. Completing the END USER service request form

c. Identifying suitable DMS activities

d. Promoting debris management activities

e. Providing educational materials

f. Submitting post-collection DMS(s) data reports to TCEQ

g. Recruiting and coordinating volunteers

h. Coordinating with local police, fire, emergency medical services (EMS), and other appropriate agencies

i. Providing emergency contact information

j. Executing the contract with selected CONTRACTOR(S)

k. Issuing a written Notice to Proceed at the appropriate time

Section 6: EVALUATION AND SELECTION PROCESS

1. Proposals will be evaluated by H-GAC using the following criteria:
   a. **Proposal Requirements and Completeness of Proposal** **10 points**
   b. **References, Experience, Reputation, and Compliance** **25 points**
      - Experience and reputation in managing debris removal and disposal projects within State and Federal regulations and guidelines
      - Personnel experience and training
      - Financial stability
   c. **Debris Management Services** **40 points**
      - Degree of H-GAC and END USER liability in proposed debris management methods
      - Breadth of service and number of END USER contracts the CONTRACTOR can handle
      - Debris management methods and commitment to H-GAC and END USER debris management preferences
      - Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling)
      - Ability to ensure debris is collected, sorted, transported safely, and reduced appropriately
      - Ability to serve a wide range of project types (for example, permanent facility, one-day event, and mobile collection unit) and community types (for example, rural, urban, and suburban)
   d. **Responsiveness of Proposal** **25 points**
      - Demonstrated understanding of H-GAC and END USER needs
      - Demonstrated understanding of requirements of the RFP and Contract
      - Quality of proposal and impressions of response as it relates to project
      - Additional services, ideas, or products that will benefit H-GAC and END USERS
2. There will be a maximum score of 100 points. PROPOSERS who score 75 points or higher will be eligible to receive an award. To meet the needs of H-GAC and END USERS, more than one PROPOSER may be recommended for award.
3. An evaluation team will review all proposals received to determine the extent to which they comply with the requirements herein. The evaluation team may include representatives from local governments, H-GAC, or others with relevant expertise.
4. If a proposal fails to meet a material RFP requirement, the proposal may be rejected. A deviation is material to the extent that the PROPSAL is not in substantial accord with the solicitation. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
5. Proposals containing false or misleading statements may be rejected if in H-GAC's opinion the information was intended to mislead regarding a requirement of the RFP.

6. During the evaluation process, H-GAC may require a PROPOSER'S representative to answer questions regarding the proposal. Failure of the PROPOSER'S to demonstrate that the claims made in its proposal are true may be sufficient cause for deeming a proposal non-responsive.

Attachment 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.
46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

EXHIBIT "C"

CONTRACTOR PRICING WORKSHEET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Rob Ray, Senior Vice President
Ashbritt, Inc.

via Email: rray@ashbritt.com

From: Yvette Salinas, Buyer III
For: Martha L. Salazar, CPPB
Hidalgo County Purchasing Dept.

Date: July 28, 2015

Re: Negotiation for -"Disaster Debris Clearance and Removal Services" (via H-GACBuy Request for Proposals (Proposal CE-2012-10-001)

Pursuant to action taken by Hidalgo County Commissioner's Court, please be advised that your organization has been selected (ranked) to enter into negotiations with County of Hidalgo for the above-referenced project as the top ranked.

The Hidalgo County Purchasing Department is asking for you to submit a best and final offer for the services for the mentioned project.

We request that you submit a proposed "Best and Final Offer" by no later than 10:00 am on Friday, July 31, 2015.

Best and final offer of the proposed contract at a discount rate of

2 % **from prices submitted.**

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via email to yvette.salinas@co.hidalgo.tx.us .

Signed: _____ **Title:** Senior Vice President

Printed Name: Robert W. Ray

H-GAC Standard Pricing Worksheet

Date: 7/30/2015

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE

	To be Completed By Vendor ▼	To be Completed By End User ▼			
2 ROW Vegetative Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of eligible vegetative debris on the ROW to an approved DMS or other designated disposal facility.	$ Per Cubic Yard	Estimated CY	Total	BAFO Pricing:	BAFO Toital:
	$ 7.00	10,155,000	$71,085,000.00	$ 6.86	$ 69,663,300.00
3 ROW C&D Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for the collection and transportation of eligible C&D debris on the ROW to an approved disposal facility.	$ Per Cubic Yard	Estimated CY	Total		
	$ 7.50	3,385,000	$25,387,500.00	$ 7.35	$ 24,879,750.00
4 Demolition, Removal, Transport, and Demolition of Eligible Non-RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dipose of eligible non-RACM structures on private property.	$ Per Cubic Yard	Estimated CY	Total		
Price does not include tipping fees for disposal which will be a pass through.	$ 18.00	100	$1,800.00	$ 17.64	$ 1,764.00
5 Demolition, Removal, Transport, and Demolition of Eligible RACM Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish, remove, transport, and dipose of eligible RACM structures on private property.	$ Per Cubic Yard	Estimated CY	Total		
Price does not include tipping fees for disposal which will be a pass through.	$ 25.00	100	$2,500.00	$ 24.50	$ 2,450.00
6 DMS Management and Operations Work consists of all labor, equipment, fuel, and associated costs necessary for the management and operation of DMS for acceptance, management, segregation, and staging of disaster related debris.	$ Per Cubic Yard	Estimated CY	Total		
	$ 1.50	13,540,000	$20,310,000.00	$ 1.47	$ 19,903,800.00
7 Reduction of Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.	$ Per Cubic Yard	Estimated CY	Total		
	$ 1.75	10,155,000	$17,771,250.00	$ 1.72	$ 17,415,825.00
8 Reduction of Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.	$ Per Cubic Yard	Estimated CY	Total		
	$ 1.75	3,385,000	$5,923,750.00	$ 1.72	$ 5,805,275.00
9 Haul-out of Reduced Debris to Final Disposal Site Work consists of all labor, equipment, fuel, and associated costs necessary for loading and transporting reduced debris at an approved DMS to a final disposal facility.	$ Per Cubic Yard	Estimated CY	Total		
	$ 4.50	2,640,300	$11,881,350.00	$ 4.41	$ 11,643,723.00

Notes:
[Enter notes as applicable or Erase]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)

		To be Completed By Vendor ▼	To be Completed By End User ▼			
10	**Removal of Eligible Hazardous Leaning Trees and Hanging Limbs** Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous leaning or hanging limbs and placement of them on the ROW for haul-off.	$ Per Tree	Estimated Trees	Total		
	6 inch to 12 inch diameter	$95.00	752	$71,440.00	$ 93.10	$ 70,011.20
	13 inch to 24 inch diameter	$105.00	1,344	$141,120.00	$ 102.90	$ 138,297.60
	25 inch to 36 inch diameter	$195.00	668	$130,260.00	$ 191.10	$ 127,654.80
	37 inch to 48 inch diameter	$195.00	96	$18,720.00	$ 191.10	$ 18,345.60
	49 inch and larger diameter	$195.00	16	$3,120.00	$ 191.10	$ 3,057.60
	Hanger Removal (2" or greater at the break and price per Tree)	$75.00	108,936	$8,170,200.00	$ 73.50	$ 8,006,796.00
11	**Removal of Eligible Hazardous Stumps** Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible hazardous stumps and transportation to an approved DMS or other designated disposal facility.	$ Per Stump	Estimated Stumps	Total		
	24.1 inch to 36 inch diameter	$150.00	334	$50,100.00	$ 147.00	$ 49,098.00
	37 inch to 48 inch diameter	$175.00	48	$8,400.00	$ 171.50	$ 8,232.00
	49 inch and larger diameter	$200.00	8	$1,600.00	$ 196.00	$ 1,568.00
12	**Removal of Eligible White Goods** Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible white goods, removal of refrigerants, transportation to an approved DMS, decontamination, and transportation to an approved final disposal facility.	$ Per Unit	Estimated Units	Total		
		$100.00	100	$10,000.00	$ 98.00	$ 9,800.00
13	**Removal of Eligible Used Electronics** Work consists of all labor, equipment, fuel, and associated costs necessary for the collection of eligible used electronics and transportation to an approved final disposal facility.	$ Per Unit	Estimated Units	Total		
		$100.00	50	$5,000.00	$ 98.00	$ 4,900.00
14	**Removal of HHW** Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible HHW and transportation to an approved final disposal facility.	$ Per Pound	Estimated Units	Total		
		$40.00	100	$4,000.00	$ 39.20	$ 3,920.00
~~**15**~~	~~**Abandoned Eligible Vessel and Vehicle Removal**~~ ~~Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible abandoned vessels and vehicles and transportation to an approved staging area.~~	~~$ Per Unit~~	~~Estimated Units~~	~~Total~~		
			~~50~~	~~$0.00~~	$ -	$ -
~~**16**~~	~~**Eligible Animal Carcass Removal and Disposal**~~ ~~Work consists of all labor, equipment, fuel, and associated costs necessary for the removal of eligible animal carcasses and transportation to an approved final disposal facility.~~	~~$ Per Unit~~	~~Estimated Units~~	~~Total~~		
			~~100~~	~~$0.00~~	$ -	$ -
Total Estimated Contract Price				$ 160,977,110.00		$ 157,757,567.80
(Total Price in words:	*One Hundred Sixty Million Nine Hundred Seventy Seven Thousand One Hundred Ten Dollars and No Cents)*					

Notes:
[Enter notes as applicable or Erase]

First Response (Emergency Road Clearance-"Push") Anticipated Crew Makeup

Optional Services: County of Hidalgo, TX, RFP

Service Description	Unit	Unit Price	BAFO Price
Personnel & Equipment *(Operator, fuel, maintenance included)*			
Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)*	Hour	$110.00	$ 107.80
Supervisor with Truck (1 man, will assist toss operations)	Hour	$65.00	$ 63.70
Operators with Chainsaw (2 man crew, cut and toss)	Hour	$80.00	$ 78.40
Laborer with Tools (1 man, toss)	Hour	$35.00	$ 34.30
Traffic Control/Safety Personnel (2 man crew, as needed)	Hour	$30.00	$ 29.40
Total Hourly:	Hour	$320.00	$ 313.60

*Hourly rate for other equipment that may be required to follow Schedule 2a-Supp Hourly Rates.

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Service Description	Size or Type	Unit	Unit Price	BAFO Price:
Heavy Equipment (Operator, fuel, maintenance included)				
Skid Steer Loader (Mini-Loader)	Bobcat	Hour	$ 107.00	$ 104.86
Backhoe	Cat 416	Hour	$ 95.00	$ 93.10
Backhoe, Extend-a-hoe	Caterpillar	Hour	$ 110.00	$ 107.80
Wheel Loaders	Cat 950	Hour	$ 125.00	$ 122.50
Wheel Loaders	Cat 966	Hour	$ 140.00	$ 137.20
Wheel Loaders	Cat 980	Hour	$ 160.00	$ 156.80
Tracked Loader	Cat 955	Hour	$ 135.00	$ 132.30
Towed Loader w/ Tractor	Prentice 210	Hour	$ 140.00	$ 137.20
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	$ 135.00	$ 132.30
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	$ 155.00	$ 151.90
Dozer	Cat D4	Hour	$ 86.00	$ 84.28
Dozer	Cat D5	Hour	$ 119.00	$ 116.62
Dozer	Cat D6	Hour	$ 132.00	$ 129.36
Dozer	Cat D7	Hour	$ 183.00	$ 179.34
Dozer	Cat D8	Hour	$ 223.00	$ 218.54
Excavators	Cat 320	Hour	$ 141.00	$ 138.18
Excavators	Cat 325	Hour	$ 170.00	$ 166.60
Excavators	Cat 330	Hour	$ 199.00	$ 195.02
Tractor w/ Box Blade	80 Hp	Hour	$ 50.00	$ 49.00
Motor Grader	Cat 120G	Hour	$ 120.00	$ 117.60
30 Ton Crane	30 Ton	Hour	$ 195.00	$ 191.10
50 Ton Crane	50 Ton	Hour	$ 275.00	$ 269.50
100 Ton Crane (8 hr minimum)	100 Ton	Hour	$ 475.00	$ 465.50
Bucket Truck	Up to 50' reach	Hour	$ 133.00	$ 130.34
Bucket Truck	50' to 75' reach	Hour	$ 165.00	$ 161.70
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	$ 125.00	$ 122.50
Mechanized Broom	Street Sweeper	Hour	$ 75.00	$ 73.50
Water Truck	2000 Gallon	Hour	$ 111.00	$ 108.78
Service Truck	N/A	Hour	$ 70.00	$ 68.60
Stump Grinder	Vermeer 252	Hour	$ 85.00	$ 83.30
Stump Grinder	Vermeer 752	Hour	$ 120.00	$ 117.60
Stump Grinder	Vermeer 60TX	Hour	$ 135.00	$ 132.30
Chipper w/ 2 man crew	Morbark Storm	Hour	$ 125.00	$ 122.50
12-Foot Tub Grinder	Morbark 1200	Hour	$ 425.00	$ 416.50
13-Foot Tub Grinder	Morbark 1300	Hour	$ 475.00	$ 465.50
14-Foot Tub Grinder	Diamond Z 1463	Hour	$ 585.00	$ 573.30
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	$ 65.00	$ 63.70
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	$ 110.00	$ 107.80
50T Lowboy Trailer (Equip.Transport w/ Tractor)	50 Ton	Hour	$ 130.00	$ 127.40
Truck Mounted Winch	Tow Truck	Hour	$ 90.00	$ 88.20
Vacuum Truck/Jetter	3500 Gallon	Hour	$ 375.00	$ 367.50
Hauling Vehicles (Operator, fuel, maintenance included)				
Dump Truck	5 to 15 CY	Hour	$ 75.00	$ 73.50
Dump Truck	16 to 24 CY	Hour	$ 80.00	$ 78.40
Dump Truck	25 to 34 CY	Hour	$ 85.00	$ 83.30
Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	$ 105.00	$ 102.90
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	$ 115.00	$ 112.70
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	$ 125.00	$ 122.50
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	$ 135.00	$ 132.30
Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	$ 155.00	$ 151.90

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Service Description	Size or Type	Unit	Unit Price	BAFO Price:
Walking Floor Trailer w/ Tractor	100 CY	Hour	$ 175.00	$ 171.50
Transportation Vehicles *(Operator, fuel, maintenance included)*				
Pickup Truck	1/2 Ton	Hour	$ 90.00	$ 88.20
	3/4 Ton, Ext. Cab	Hour	$ 110.00	$ 107.80
Pikup Truck, 4x4	4x4	Hour	$ 130.00	$ 127.40
Pickup Truck	1 Ton	Hour	$ 130.00	$ 127.40
Box Truck	3/4 Ton	Hour	$ 150.00	$ 147.00
Passenger Car	Full size	Hour	$ 90.00	$ 88.20
20' Response Trailer	20 Foot	Hour	$ 175.00	$ 171.50
36' Response Trailer	36 Foot	Hour	$ 215.00	$ 210.70
Flatbed Trailer	GWV to 450	Hour	$ 125.00	$ 122.50
Transportation Vehicles *(Operator, fuel, maintenance* ***NOT*** *included; loaned vehicles, insurance included)*				
Pickup Truck	1/2 Ton	Day	$ 110.00	$ 107.80
Pickup Truck	3/4 Ton	Day	$ 139.00	$ 136.22
Pickup Truck	1 Ton	Day	$ 139.00	$ 136.22
Box Truck	3/4 Ton	Day	$ 149.00	$ 146.02
Utility Van	3/4 Ton	Day	$ 139.00	$ 136.22
Passenger Van	9 Passenger	Day	$ 110.00	$ 107.80
Passenger Car	Full size	Day	$ 110.00	$ 107.80
Response Trailer	20-30 Foot	Day	$ 135.00	$ 132.30
Personnel				
Project Coordinator (Operations Manager)	Individual	Hour	$ 120.00	$ 117.60
Project Supervisor with Truck	Individual	Hour	$ 75.00	$ 73.50
Superintendent with Truck	Individual	Hour	$ 75.00	$ 73.50
Foreman with Truck	Individual	Hour	$ 50.00	$ 49.00
Inspector with Vehicle	Individual	Hour	$ 42.50	$ 41.65
Health/Safety or QC Manager with Pickup Truck	Individual	Hour	$ 75.00	$ 73.50
Safety Superintendent	Individual	Hour	$ 50.00	$ 49.00
Mechanic with Truck and Tools	Individual	Hour	$ 80.00	$ 78.40
Climber with Gear	Individual	Hour	$ 85.00	$ 83.30
Operator with Chainsaw	Individual	Hour	$ 40.00	$ 39.20
Laborer with Tools	Individual	Hour	$ 35.00	$ 34.30
Traffic Control Personnel	Individual	Hour	$ 30.00	$ 29.40
Ticket Writers	Individual	Hour	$ 35.00	$ 34.30
Survey Personnel with Vehicle	Individual	Hour	$ 35.00	$ 34.30
Project Engineer	Individual	Hour	$ 75.00	$ 73.50
Equipment Operator	Individual	Hour	$ 55.00	$ 53.90
Truck Driver	Individual	Hour	$ 45.00	$ 44.10
Administrative Assistant	Individual	Hour	$ 35.00	$ 34.30
Clerical	Individual	Hour	$ 35.00	$ 34.30
Marine Resources *(Fuel, maintenance included)*				
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	$ 6,300.00	$ 6,174.00
40' Sectional Barge w/ Mounted Excavator & Pushboat	With Crew	Day	$ 7,000.00	$ 6,860.00
33' Fast Barge with Winch	Crew of 2	Day	$ 4,200.00	$ 4,116.00
14' Utility Boat with Motor (Work Boat)	With Crew	Day	$ 1,680.00	$ 1,646.40
12' Utility Boat with Motor (Work Boat)	With Crew	Day	$ 1,120.00	$ 1,097.60
12' Utility Boat without Motor (Work Boat)	With Crew	Day	$ 840.00	$ 823.20
Tank Diver with Gear	Individual	Hour	$ 168.00	$ 164.64
Hardhat Diver with Gear	Individual	Hour	$ 700.00	$ 686.00
Scuba Bottle Refill (Air)	80	Each	$ 17.00	$ 16.66
Air Pump with multi breathing lines	Brownie Lung	Day	$ 560.00	$ 548.80

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Service Description	Size or Type	Unit	Unit Price	BAFO Price:
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)				
Light Tower	w/ Generator	Day	$ 176.00	$ 172.48
Office Trailer	40 Foot	Day	$ 155.00	$ 151.90
Storage Container	40 Foot	Day	$ 95.00	$ 93.10
Portable Eyewash Station	OSHA Spec	Day	$ 35.00	$ 34.30
First Aid Station	OSHA Spec	Day	$ 125.00	$ 122.50
Portable Toilet (Port a John)	Single	Week	$ 210.00	$ 205.80
Observation Tower	USACE Spec	Each	$ 3,500.00	$ 3,430.00

Beach Restoration, Canal Work, Waterways & Sunken Vessel Removal

Optional Services: County of Hidalgo, TX, RFP

Beach/Lake Restoration

Description	Unit	Price	BAFO Price:
Collection of debris-laden sand from ROW, hauling to the processing screen and sand pile maintenance. Up to 15 mile haul to screen. Debris from screen to be hauled by cubic yard debris rate in contract.	Per Cubic Yard	$8.50	$ 8.33
Berm/Beach Construction shall include transportation of screened sand to beach from screening site, including shaping of material on emergency berm. To include stockpile maintenance. Up to 15 miles haul from screen.	Per Cubic Yard	$8.50	$ 8.33
Scrape and screen shall include the collection of debris laden sand from beach, processing it through screen, returning sand to beach and spreading sand on beach. Work to be performed on beach.	Per Cubic Yard	$8.50	$ 8.33

Canal Work

Description	Unit	Price	
Canal Shoreline Restoration	Per Linear Foot	$27.50	$ 26.95
Note: To include any necessary excavation, compaction, fill and backfill of embankment soils and seeding, materials to restore banks to preexisting conditions insofar as possible.			
Canal/Marine Debris Removal	Per Cubic Yard	$ 65.00	$ 63.70
Note: Removal of storm generated debris from marine environments including streams, canals, and waterfronts by applicable land-based or marine-based processes.			

Sunken Vessel Removal

Description	Unit	Price	
Marine Salavage Operations	Per Linear Foot		
Less than 20 feet		$175.00	$ 171.50
20 to 25 feet		$252.00	$ 246.96
25 to 30 feet		$385.00	$ 377.30
Greater than 30 feet		$ 455.00	$ 445.90
Land Based Salavage Operations	Per Linear Foot		
Less than 20 feet		$162.50	$ 159.25
20 to 25 feet		$234.00	$ 229.32
25 to 30 feet		$357.50	$ 350.35
Greater than 30 feet		$ 420.00	$ 411.60

Note: Large vessels, houseboats or vessels within environmentally sensitive areas may require unexpected additional effort. Work may be negotiated on a case-by-case basis under such conditions.

Emergency Drinking Water and Ice Supply Price Schedules

Optional Services: County of Hidalgo, TX, RFP

Drinking Water

8.45 OZ. (250 mL) Units - 27 Units/Case (9 x 3 Packs/case)
135 Cases/Pallet

Cases	Pallets	Price/Case	Per Unit	Per Pallet	BAFO Price:
135-675	1-5	8.15	$ 0.30	$ 1,100.25	$ 1,078.25
810-1350	6-10	7.85	$ 0.29	$ 1,059.75	$ 1,038.56
1485-1500	11-20	7.65	$ 0.28	$ 1,032.75	$ 1,012.10

1 Liter (1000mL) Units - 12 Units/Case
75 Cases/Pallet

Cases	Pallets	Price/Case	Per Unit	Per Pallet	
75-375	1-5	9.63	$ 0.80	$ 722.25	$ 707.81
450-750	6-10	9.2	$ 0.77	$ 690.00	$ 676.20
825-1500	11-20	8.95	$ 0.75	$ 671.25	$ 657.83

Note:
Prices are F.O.B. Miami, FL or West Palm Beach, FL.

Ice Supply

Description	Unit		
Packaged Ice Delivered	Per pound	$0.51	$ 0.50
Additional Ground Mileage	Per mile	$3.46	$ 3.39
Standby Time in Excess of 2 Hours (Demurrage)	Per hour	$81.25	$ 79.63

Note:
1. As ice and water represent scarce commodities following a storm event, specific terms and conditions shall be included as part of an executed contract. These terms and conditions are available for review at your request.
2. Prices are valid for an annual term, at which time prices require renegotiation.
3. Ice supply subject to availability. Every effort will be made to deliver packaged ice in the quantities specified and to the delivery sites specified as timely as possible. Minimum quanties required.

Product Standards: Ice provided under this contract shall be:
(1) manufactured within no more than 120 calendar days of the date of delivery;
(2) tube or crushed ice (block or shaved ice is not used);
(3) manufactured in compliance with the Food and Drug Administration (FDA) Good Manufacturing Practices (GMP) of 21 C.F.R. 110, the International Packaged Ice Association (IPIA) standards;
(4) manufactured by ice plants that use source water from a public water supply which is currently in compliance with the National Primiuy Drinking Water Regulations (NPDWR) of the Safe Drinking Water Act (SDWA) and which achieved that comvliance without an exemotion under the SDWA. and
(5) produced, paciaged, transported, storei and handled in accordance with all applicable Federal, state and local laws and regulations.

Packaging: Ice shall be sealed in 5 to 20 pound plastic bags and stacked on pallets. Each pallet shall contain 2,000 pounds, net weight, of ice. A protective layer (slip sheet) of thick paper, plastic (6 mil) or waterproof corrugated cardboard shall be placed between the stacked ice and the pallets. Pallets of packaged ice will be fully covered on all four (4) sides with a minimum of four (4) layers of shrink wrap. All pallets shall be 4' x 4' nominal, constructed of hardwood, designed for pickup on all four sides and repeated use with a 2,000 lb. load. Each pallet is packaged to withstand severe climatic conditions.

Disaster Response Man Camps/Comfort Services Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Emergency Sleeping Quarters

Option 1	Unit Rental Price	BAFO Price:
1 – 168-Man Dormitory Structure	$ 158,276.40	$ 155,110.87
Wood Floor w/ New Carpeting		
Air Conditioning/Combination Heating Units		
Power Generation		
Metal Halide Lighting Package		
168 Mil-Spec Cots		
2 – Personnel Doors		
Up to 4 Weeks Rental		

Option 2	Unit Rental Price	BAFO Price:
1 – 200-Man Tension Tent	$ 183,208.50	$ 179,544.33
Wood Floor w/ New Carpeting		
Air Conditioning/Combination Heating Units		
Power Generation		
Metal Halide Lighting Package		
200 Mil-Spec Cots		
2 – Personnel Doors		
Up to 4 Weeks Rental		

Dining Facilities

Option 1	Unit Rental Price	BAFO Price:
1 – Dining Structure for 500	$ 120,736.80	$ 118,322.06
Wood Floor w/ EventPro Flooring		
Air Conditioning/Combination Heating Units		
Power Generation		
Metal Halide Lighting Package		
2 – Personnel Doors		
64 – 8' Banquet Tables		
512 Folding Chairs		
Up to 4 Weeks Rental		

Option 2	Unit Rental Price	BAFO Price:
1 – Dining Structure for 350	$ 90,749.40	$ 88,934.41
Wood Floor w/ EventPro Flooring		
Air Conditioning/Combination Heating Units		
Power Generation		
Metal Halide Lighting Package		
2 – Personnel Doors		
44 – 8' Banquet Tables		
352 Folding Chairs		
Up to 4 Weeks Rental		

Restroom Facilities

Camp Service Facilities	*Units for*	Rental Price	BAFO Price:
Portable Toilet Facilities	150-Person Camp	$ 18,988.74	$ 18,608.97
Daily Cleaning & Service	250-Person Camp	$ 30,673.74	$ 30,060.27
4 Weeks Rental	500-Person Camp	$ 60,116.25	$ 58,913.93

Shower Facilities

1 - 14 Head Shower Trailer Unit	Unit Rental Price	BAFO Price:
Provides Shower Service for 350 People	$ 90,405.00	$ 88,596.90
Each Unit Contains:		
Private Changing Stalls & 36" x 36" Shower Stalls		
Propane-fired boiler system		
On-board water storage		
Air Conditioning		
Trash Receptacles		
Up to 4 Weeks Rental		

Laundry Facility

1 – 7 Unit Laundry Trailer	Unit Rental Price	BAFO Price:
Each Unit Contains:	$ 90,405.00	$ 88,596.90
7 – Top Load Washer Units		
8 – Front Load Dryer Units		
Hot and Cold Water		
Air Conditioning		
Folding Table		
Trash Receptacles		
Up to 4 Weeks Rental		

Cost Plus Man Camp Services	Rate
Site Preparation	Cost +23%
Fuel for Generators	Cost +23%
Fresh Water Supply	Cost +23%
Grey and Black Water Removal	Cost +23%

Special Emergency Services	Rate
Emergency Clinics and Support Personnel	Cost +23%

Note(s): All pricing above assumes services for disaster/emergency situations. All pricing is for a minimum one-month rental. Quote includes all non-union labor and equipment needed for installation and take down of structures. Quote assumes staking into level asphalt or grass surface provided free of obstruction with direct semi-truck access within 50' of work site. Applicable sales taxes, permits, and fuel surcharges are not included. This proposal is subject to equipment availability at the time the notice to proceed is issued.

Emergency Power Generation Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Units	Per Day (24 hrs)	BAFO Price (24 hrs)	Per Week	BAFO Price (per wk)
25 kW Generator	$ 932.75	$ 914.10	$ 2,798.25	$ 2,742.29
56 kW Generator	$ 1,420.65	$ 1,392.24	$ 4,261.95	$ 4,176.71
100 kW Generator	$ 1,701.50	$ 1,667.47	$ 5,104.50	$ 5,002.41
175 kW Generator	$ 2,703.13	$ 2,649.07	$ 8,109.39	$ 7,947.20
250 kW Generator	$ 4,563.30	$ 4,472.03	$ 13,689.90	$ 13,416.10
320 kW Generator	$ 4,686.30	$ 4,592.57	$ 14,058.90	$ 13,777.72
500 kW Generator	$ 6,252.50	$ 6,127.45	$ 18,757.50	$ 18,382.35
800 kW Generator	$ 7,790.00	$ 7,634.20	$ 23,370.00	$ 22,902.60
1000 kW Generator	$ 9,020.00	$ 8,839.60	$ 27,060.00	$ 26,518.80
1500 kW Generator	$ 11,783.40	$ 11,547.73	$ 35,350.20	$ 34,643.20

*Additional equipment rates available upon request.

Notes:

1. Transportation charges included.
2. Cables and distribution boxes not included.
3. Minimum usage charge of 2 days.
4. Includes service and maintenance.

	Day		Week	
Tails	$ 7.07	$ 6.93	$ 14.15	$ 13.86
Cables (400 amp) 50ft	$ 106.09	$ 103.97	$ 176.81	$ 173.28

Emergency Fuel Delivery/Management Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Item/Equipment	Description	Net Rates	Rental/Labor Rate	Unit	BAFO Price:
550 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	$75.00	$93.75	Per day	$ 91.88
1,000 gallon single wall tank	Portable Storage Tank	$85.00	$106.25	Per day	$ 104.13
1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	$95.00	$118.75	Per day	$ 116.38
6,000 gallon or greater tank	Portable Storage Tank	$150.00	$187.50	Per day	$ 183.75
12 Volt Fill-Rite Pump	Fuel Pump 13 GPM, includes nozzle	$20.00	$25.00	Per day	$ 24.50
Portable Tank Delivery/Pickup	Delivery/Pickup Charge	$150.00	$187.50	Per hour	$ 183.75
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	$400.00	$500.00	Per service	$ 490.00
Truck with Man	Transport Truck w/trailer or Bobtail Truck	$175.00	$227.50	Per hour*	$ 222.95
Fuel Tank Trailer Only	7,500 to 8,500 gal capacity	$600.00	$750.00	Per day	$ 735.00
Mobile Fuel Station	12,000 Gal capacity on trailer	$175.00	$218.75	Per hour*	$ 214.38
Frac Tank	20,000 gallon frac tank	$200.00	$250.00	Per day	$ 245.00
Labor	Man to operate fuel station or fuel vehicles	$75.00	$93.75	Per hour	$ 91.88

Note: *Additional Storage Tanks ranging from 250 to 20,000 gallons are available upon request*

* Requires 24 hour minimum

Item	Description	Purchase Price	Unit	
Fuel	Gasoline/Diesel/Aviation Fuel	Cost + $0.74	Per gallon	Cost + $0.73

Note: Rental/Labor Rate begins when equipment or labor leaves the facility and ends upon its return to the same facility. Reasonable lodging expense may apply.

Description of service:
A self contained generator powered system designed to meet the emergency fuel response needs of government and commercial entities. This unit combines high volume fuel dispensing capabilities along with maximum portability features.

Features:
- Total fuel storage capacity -12,000 gallons (One 10K tank and two 1K tanks)
- Tanks are dual walled (secondary containment) & are Flameshield NFPA 30 rated.
- Mounted on a 53' drop deck trailer
- Six high volume fueling points with hoses on reels
- Fueling points have meter registers
- Grounding cable for vehicle re-fueling
- 20KW diesel generator
- Lights for night fueling
- No special transportation permits required
- Equipped with spill response kits.
- Air compressor
- Lubricants storage tank with dispenser

Note: Units subject to availability.

Emergency Satellite Telphone/Communication Services Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Satellite Phone Service

	Rate	Unit	BAFO Price:
Per Satellite Phone	$ 100.00	Per week	$ 98.00
Usage Cost, per phone	$2.00	Per minute	$ 1.96

Satellite Internet Service

Self-Contained Trailer Equipment

Duration	Monthly Cost	
3 month	$4,913.85	$ 4,815.57
6 month	$3,683.85	$ 3,610.17
9 month	$2,453.85	$ 2,404.77
12 month	$1,223.85	$ 1,199.37

Bandwidth

Service	Monthly Cost	
Disaster Response	$2,028.27	$ 1,987.70

Bandwitdth Service	Contention	Upload (Kbps)	Download (Mbps)	VoIP lines	Users
Disaster Response	10	768	2	6	10 to 20

Description of services:

Self-contained trailer auto deploy
This unit was designed to be a self-contained mobile unit that is weatherized. This unit is ideal for businesses that need ultimate mobility with rapid deployment. The following equipment comes standard on each unit

- 4'x 6' enclosed trailer
- 9,000 watt electric start generator
- Andrew Smart-Ad 3 watt 1.2 meter auto deploy satellite earth station
- VSAT 3100 internet modem
- Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power controller battery backup

Self-contained trailer mounted
This unit was designed to be a self-contained mobile unit that is weatherized. The following equipment comes standard on each unit:

- 4'x 6' enclosed tra 4'x 6' enclosed trailer
- 9,000 watt electric 9,000 watt electric start generator
- Andrew 4 watt 1.2 Andrew 4 watt 1.2 meter satellite dish
- VSAT 3100 intern VSAT 3100 internet modem
- Motorola HotZone Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power c Universal power controller battery backup

The following services are available within the program:

- Broadband Internet
- Canopy Networks
- VoIP Telephone and Fax
- Cell Phone Repeaters

Each satellite unit will be equipped to provide wireless broadband internet. The units are scalable so that additional wireless access points can be added. Each unit will have sufficient bandwidth to easily support 15 concurrent internet users from the base system. If necessary, additional units can be brought in to support a larger camp population.

Temporary Office Trailers, Mobile Command Center Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Single Unit
Dimensions: Width = 8', Unit Length = 20'

Category	Rate	Unit	BAFO Price:
Setup Fee:	$ 1,414.50	One time	$ 1,386.21
Single Unit	$ 491.52	Per month	$ 481.69

Single Unit
Dimensions: Width = 8', Unit Length = 28'

Category	Rate	Unit	
Setup Fee:	$ 1,574.40	One time	$ 1,542.91
Single Unit	$ 600.32	Per month	$ 588.31

Single Unit
Dimensions: Width = 10', Unit Length = 24'

Category	Rate	Unit	
Setup Fee:	$ 2,097.15	One time	$ 2,055.21
Single Unit	$ 760.32	Per month	$ 745.11

Chemical Toilets Price Schedule

Description	Rate	Unit	BAFO Price:
Port-o-let (per unit)	$ 1,451.40	Per month	$ 1,422.37
Port-o-let (per unit)	$ 52.50	Per day	$ 51.45

Note: Includes delivery/set up, daily service, equipment rental, and pick up/breakdown

Emergency Pumping Units Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Description	Rate (Per Day)	BAFO (per day)	Rate (Per Hour)	BAFO (per hr)	Rate (Per Wk)*	BAFO (per wk)*	Rate (Per Month)**	BAFO (per mo)**
4" Trash Pump Package	$ 1,089.05	$ 1,067.27	$ 90.75	$ 88.94	$ 2,668.17	$ 2,614.81	$ 7,470.88	$ 7,321.46
6" Trash Pump Package	$ 1,654.85	$ 1,621.75	$ 137.90	$ 135.15	$ 4,054.38	$ 3,973.29	$ 11,352.27	$ 11,125.22
6" Hydraulic Pump with Power Pack	$ 1,216.70	$ 1,192.37	$ 101.39	$ 99.36	$ 2,980.92	$ 2,921.30	$ 8,346.56	$ 8,179.63
8" Hydraulic Pump with Power Pack	$ 1,818.15	$ 1,781.79	$ 151.51	$ 148.48	$ 4,454.47	$ 4,365.38	$ 12,472.51	$ 12,223.06

Notes:

1. Transportation charges not included.
2. Includes suction and discharge hose.
3. Minimum usage charge of 8 hours.
4. Includes installation, service and maintenance.

*= Week is equal to 7 days.

**= Month is equal to 30 days.

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Categories/Descriptions

Labor	Unit	Rate	BAFO Price:
Project Consultant (PC)	Hour	$ 125.00	$ 122.50
Project Executive (PE)	Hour	$ 100.00	$ 98.00
Project Manager (PM)	Hour	$ 60.00	$ 58.80
Health & Safety Officer (HSO)	Hour	$ 60.00	$ 58.80
Technical Specialist (Superintendent) (TS)	Hour	$ 55.00	$ 53.90
Drying Technical (DT)	Hour	$ 55.00	$ 53.90
Equipment Operator (EO)	Hour	$ 45.00	$ 44.10
Remediation Worker (RW)	Hour	$ 37.50	$ 36.75
General Labor (GL)	Hour	$ 29.00	$ 28.42
Field Auditor (FA)	Hour	$ 40.00	$ 39.20

Supplies/Consumables	Unit	Rate	
Adhesive Remover	Gallon	$ 77.00	$ 75.46
Anti-Microbial Coating	Gallon	$65.00	$ 63.70
Anti-Microbial Disinfectant (Concrete Pre Mixed)	Gallon	$ 3.75	$ 3.68
Anti-Microbial Disinfectant (MicroBan RTU)	Gallon	$ 45.00	$ 44.10
Bags, Trash	Roll	$ 75.00	$ 73.50
Bags, Trash Environmental	Roll	$ 85.00	$ 83.30
Box, Storage Cardboard	Each	$ 7.00	$ 6.86
Brush, Long Handle/Scrub	Each	$ 9.00	$ 8.82
Camera (Disposable, 27 exp. includes development)	Each	$ 29.95	$ 29.35
Cleaner, General and all purpose	Gallon	$ 24.00	$ 23.52
Cleaner, Electronic Grade	Gallon	$ 50.00	$ 49.00
Decontamination Unit, Disposable	Each	$ 334.00	$ 327.32
Duct, Lay Flat (500')	Roll	$ 375.00	$ 367.50
Fuel	Gallon	Cost + 23%	
Negative Air Filters (Prefilters)	Each	$ 3.00	$ 2.94
Negative Air Filters (Pleated)	Each	$ 6.00	$ 5.88
Negative Air Filters (Main HEPA)	Each	$ 180.00	$ 176.40
Poly Sheeting, Fire Retardant	Roll	$ 100.00	$ 98.00
Poly Sheeting, Reinforced	Roll	$ 150.00	$ 147.00
Rags, Cotton Cloth	Box	$ 50.00	$ 49.00
Respirator Cartridges, Negative Pressure (Half-Face)	Pair	$ 10.00	$ 9.80
Respirator Cartridge, PAPR (Full-Face)	Each	$ 12.50	$ 12.25
Spray Bottle w/ Trigger	Each	$ 3.50	$ 3.43
Sprayue	Can	$ 2.50	$ 2.45
Sponges, Soot Absorbtion	Each	$ 2.25	$ 2.21
Suit, Disposable	Each	$ 6.00	$ 5.88
Suit Tyvek	Each	$ 12.00	$ 11.76
Tape, Duct	Roll	$ 5.45	$ 5.34
Terry Wipes	Pound	$ 6.00	$ 5.88
Towels	Case	$ 30.00	$ 29.40

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Categories/Descriptions

Drying Equipment					
Dehumidification Unit (50cfm-100cfm)	Day	$	70.00	$	68.60
Dehumidification Unit (110cfm-200cfm)	Day	$	115.00	$	112.70
Dehumidification Unit (220cfm-300cfm)	Day	$	135.00	$	132.30
Dehumidification Unit (500cfm-600cfm)	Day	$	295.00	$	289.10
Dehumidification Unit (1000cfm)	Day	$	515.00	$	504.70
Dehumidification Unit (2000cfm-2250cfm)	Day	$	995.00	$	975.10
Dehumidification Unit (3500cfm)	Day	$	1,750.00	$	1,715.00
Dehumidification Unit (4500cfm-5000cfm)	Day	$	1,950.00	$	1,911.00
	Day	$	2,450.00	$	2,401.00
Dehumidification Unit (8500cfm)	Day	$	3,200.00	$	3,136.00
Dehumidification Unit (15,000cfm)	Day	$	4,400.00	$	4,312.00

Miscellaneous Equipment					
40 Ton AC Unit	Day	$	810.00	$	793.80
100 Ton Chiller Unit	Day	$	895.00	$	877.10
200 Ton Chiller Unit	Day	$	710.00	$	695.80
Air Compressor (110 psi)	Day	$	30.00	$	29.40
Air Compressor (125 psi)	Day	$	170.00	$	166.60
Air Mover	Day	$	25.00	$	24.50
Buffer, Floor	Day	$	30.00	$	29.40
Cart, Tilt/Demolition	Each	$	20.00	$	19.60
Dolly, 2-Whl/4-Whl/Drm/Whlbr	Each	$	5.00	$	4.90
Electrical Dist. Panel (Spider Box)	Each	$	55.00	$	53.90
Electrical Kit (Ext. Cord GFI, Surge Protector	Each	$	4.60	$	4.51
Extraction Unit (Portable)	Day	$	125.00	$	122.50
Extraction Unit (Trailer)	Day	$	450.00	$	441.00
Filtration Unit	Each	$	25.00	$	24.50
Fire Extinguishe	Each	$	3.50	$	3.43
First Aid Kit	Each	$	2.50	$	2.45
Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Bar, Etc.)	Each	$	12.00	$	11.76
HEPA Filtration Unit (10,000cfm)	Day	$	300.00	$	294.00
HEPA Filtration Unit (2,000cfm)	Day	$	95.00	$	93.10
Light, Portable	Each	$	2.50	$	2.45
Light, Stand	Each	$	15.00	$	14.70
Light, String	Each	$	10.00	$	9.80
Mobile Commande Center	Day	$	445.00	$	436.10
Negative Pressure Recorder	Each	$	50.00	$	49.00
Ozone Machine	Day	$	120.00	$	117.60
Power Hand Tools (Sawzall, Circular Saw, Drill etc.)	Day	$	10.00	$	9.80
Pump, Small	Day	$	40.00	$	39.20
Pump, Flood	Day	$	135.00	$	132.30
Respirator, Negative Pressure (Half Face)	Each	$	5.00	$	4.90
Respirator, PAPR (Full Face)	Each	$	25.00	$	24.50
Radio, Job Site	Day	$	10.00	$	9.80
Shower/Wash Station	Day	$	135.00	$	132.30
Sprayer, Airless	Each	$	65.00	$	63.70
Thermal Image Camera	Day	$	195.00	$	191.10
Trailer	Day	$	115.00	$	112.70
Truck, 24ft	Day	$	95.00	$	93.10
Truck, Pick-Up	Day	$	65.00	$	63.70
Truck, Water Extraction	Day	$	200.00	$	196.00
Vacuum, (Wet/Dry)	Each	$	25.00	$	24.50
Vacuum, HEPA	Each	$	75.00	$	73.50
Van/Bus	Day	$	95.00	$	93.10
Vent/Wall Cavity Drying Unit	Day	$	350.00	$	343.00
Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Day	$	10.00	$	9.80

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Categories/Descriptions

Washer, High Pressure (5,000 psi)	Day	$	175.00	$	171.50
Washer, High Pressure (20,000 - 40,000 psi)	Day		TBD		TBD
Washer, HOTSY	Day	$	200.00	$	196.00

Notes:

1. Work performed utilizing these rates shall be performed pursuant to the predefined Scope of Work being agreed to by both parties and any applicable Change Order contract modification being completed.
2. Price. Work performed hereunder shall be priced as indicated in the AshBritt Rates, plus any applicable taxes.

A. AshBritt will invoice the customer weekly for services rendered in accordance with the AshBritt rates. Customer agrees to make payment to AshBritt within 15 days of invoice.
B. The balance of AshBritt's fees and charges for the performance of the Scope of Work will be paid within 30 days from the Customer's receipt of the final invoice from AshBritt.
3. Invoicing and Payment. AshBritt shall submit to Customer itemized invoice(s) setting forth the total amounts due in accordance with the Rate Schedule for services utilized in performance of the Scope of Work. If payments are not received timely, Customer agrees to pay all costs of collections up to and including court costs, reasonable attorney's fees and interest charges at the lesser of 1) 1.5% per month, or 2) the maximum lawful interest rate. No retainage will be withheld from payments.
4. Overtime Rates. Customer agrees that overtime rates will be billed by AshBritt and paid by customer based upon entitlement of employee notwithstanding where initial 40 hours, or any part thereof, were worked by employees for AshBritt on other projects.
5. Responsibility for Payment. Customer agrees to make payment to AshBritt for services rendered hereunder in the amounts and on the terms specified above, regardless of whether Customer is entitles to reimbursement for such costs from Customers or from some other person's or entity's insurance carrier or any other source.

6. Best Efforts. AshBritt and Customer acknowledge that the property which is the subject of the Work may have been involved in a fire, flood, or other catastrophe. AshBritt will perform the Work on a "best efforts" basis, but cannot, and therefore does not, guarantee or warrant that any of the property will be operational or free from defect following completion of the Work.
7. Causes Beyond Control. If any circumstance or event which is beyond the reasonable control of AshBritt delays the performance of any of AshBritt's obligations under this agreement or makes any of those obligations impossible to perform, AshBritt will not have any liability for that delay or non-performance.

8. Consents and Permits. Any federal, state, or local permits or consents required for the performance of the Work are the responsibility of the Customer; provided that, if made a part of the Work, AshBritt may obtain such permits and consents at Customer's expense. Both AshBritt and Customer will comply with all applicable governmental regulations, statutes, laws and ordinances.
9. Disposal. Disposal of any Hazardous Material (including specimens or samples) or any property that contains Hazardous Material, removed by AshBritt under this Agreement will be in the name of the Customer and under any applicable generator number or other identification assigned by the Customer.
10. Indemnity. Each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents,from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, and/or the conditions to which theContract pertains, to the extent that any such claim, demand, cause of action and/of liability is attributable to the breach of Contract or other fault of theindemnifying party. Customer on it's behalf and on behalf of including but not limited to Owners, Management Companies, Tenants and Occupants indemnifiesAshBritt against loss or damage to personal property and/or content during the performance of services within the areas of remediation.

11. Confidential Information. AshBritt and Customer mutually agree to maintain in confidence and will not, directly or indirectly disclose or use, either during or afterthe term of this Agreement, any proprietary or confidential information belonging to the other party, whether it is in writing or permanent form, except to the extentnecessary to perform the work until such time as said information has become public knowledge.

Categories/Descriptions

12. No Consequential Damages. No party shall in any action or proceeding or otherwise assert any claim for consequential damages against any other party to this reasonable attorney's fees and court costs.Contract on account of any loss, cost, damage or expense which such party may suffer or incur because of any act or omission of any other party to this Contract orits agents or employees in the performance of a party's obligations under this Contract, or any other cause of action (including negligence) arising out of or relatedto transactions in connection with this Contract, or otherwise, and each party expressly waives any such claims.

13. Labor Considerations.

A. The labor rates stated above are per hour for the first 40 hours worked (or 8 hours a day in California or where mandated by prevailing wage requirements) in a week beginning on Monday.

B. Labor rates for work performed over 40 hours in a week (or 8 hours a day in California or where mandated by prevailing wage requirements) will becharged at one and one-third (1-1/3) times the stated hourly rates except where collective bargaining agreements or prevailing wage requirements mandate premium time to be paid Saturday, Sunday and Holidays. In such an event, one and one-third (1 - 1/3) time the stated rates or the multipliermandated by prevailing wage requirements shall be applicable.

C. Travel time will be charged, at stated hourly rates, when employee lodging is more than 50 miles from the project location or when emergency conditions exist that result in one way travel time of 60 minutes or greater. In either case, a minimum of one hour will be charged per individual, each way.

D. All documented costs for other applicable travel costs (airfare, rental cars, cab fare, etc.) will be reimbursed to AshBritt at cost plus 10%.

E. Per diem and lodging will be charged at a rate of $125 per employee, per day for all employee classifications

F. A minimum surcharge of $25 per hour will be added to the stated rates for any employee classification whereby their trade is covered by a collective bargaining agreement, or for any employee subject to prevailing wage rates.

G. A Remediation Worker (RW) is defined as a person who utilizes a respirator to protect himself/herself from the potential exposure to any hazardous substance, including nuisance dust.

H. Warehousemen and drivers supporting the on site work activity will be billed at the General Laborer rate.

14. Equipment Rental Considerations.

A. Unscheduled Rental Equipment and Consumables. For equipment and consumables not listed that is rented for the project by AshBritt the rate invoiced to the Customer will be the rate charged to AshBritt plus 10%+ 10%. Freight is excluded.

B. Unscheduled Purchased Equipment. If special equipment not listed above is purchased for the project the daily rental will be 10% of the purchase price.

Temporary Warehousing Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Option 1

Storage Containers

Description	Rate	Unit	BAFO Price:
40' Conex Box	$3,000.00	Per month	$ 2,940.00
20' Conex Box	$2,000.00	Per month	$ 1,960.00

Note: Transportation not included.

Option 2

Fabric Structures (Reinforced)

Description	Rate	Unit	
82' w x 98' l, 10' side, 23' peak Structure	$13,603.80	First month	$ 13,331.72
	$12,595.20	Each additional month	$ 12,343.30
	$5,809.29	Per month (6 mo. min.)	

Additional Accessories:			
Gable vent fan	$5,535.00	Per fan	$ 5,424.30
Manual roll-up door	$4,305.00	Per door	$ 4,218.90
Single personnel door	$2,214.00	Per door	$ 2,169.72

Note:

1. Transportation and installation are additional. Structure ships on one tractor trailer and takes one-day for install of frame, fabric and lights.

2. Pricing is based on structure size. Workable dimensions are customizable, so pricing will vary depening on situational needs.

Hazardous Materials General Labor Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Title	Level	Abbr.	Rate	Unit	BAFO Price:
Project Manager	Upper Level	ULM	$160.00	Per hour	$ 156.80
Mid Level Manager	Middle Level	MLM	$124.00	Per hour	$ 121.52
Professional	Upper Level	ULP	$116.00	Per hour	$ 113.68
	Middle Level	MLP	$105.00	Per hour	$ 102.90
	Lower Level	LLP	$85.00	Per hour	$ 83.30
Technical	Upper Level	ULT	$97.00	Per hour	$ 95.06
	Middle Level	MLT	$70.00	Per hour	$ 68.60
	Lower Level	LLT	$50.00	Per hour	$ 49.00
Secretarial/Clerical			$65.00	Per hour	$ 63.70
Equipent Operator			$55.00	Per hour	$ 53.90
Laborer			$40.00	Per hour	$ 39.20
Per diem			$135.00	Per day	$ 132.30

Hazardous Materials Equipment/Materials Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Description	Unit	Rate	BAFO Price:
250 galllon Poly Tank	Day	$111.00	$ 108.78
Absorbant Boom -bags	Each	$132.00	$ 129.36
Absorbant Pads - boxes	Each	$138.00	$ 135.24
Air Compresor 185 cfm	Day	$130.00	$ 127.40
Air Compresor Small	Day	$63.00	$ 61.74
Air sampling Vacuum Pump	Day	$37.00	$ 36.26
Bladder Pump	Day	$99.00	$ 97.02
Cement - Bags	Each	$44.00	$ 43.12
Centrifugal Pump/Hoses	Day	$68.00	$ 66.64
Chain saws	Day	$78.00	$ 76.44
Coil Rope	Each	$37.00	$ 36.26
Concrete Saw	Day	$71.00	$ 69.58
Conductivity, ph, thermometer Set	Day	$30.00	$ 29.40
Contaminated Material - total tons	Tons	Cost + 23%	
Core Drill w. 6" bit	Day	$146.00	$ 143.08
Data logger with Transducers	Day	$188.00	$ 184.24
Disposable 1 micron Filter	Each	$26.00	$ 25.48
Dissolved Oxygen Meter	Day	$47.00	$ 46.06
Double Ring Infiltrometer	Day	$86.00	$ 84.28
Drum Roller compactor	Hour	$169.00	$ 165.62
Electric Hand Tools (drill, saw, sander etc)	Ea/day	$16.00	$ 15.68
Explosimeter	Day	$32.00	$ 31.36
Gas Chromatograph, portable	Day	$498.00	$ 488.04
Ground Penertrating Radar	Day	$1,039.80	$ 1,019.00
Hand Auger	Day	$14.00	$ 13.72
Hand Tools per employee	Day	$32.00	$ 31.36
Harbour Boom	ft/day	$3.00	$ 2.94
High Pressure Steam Cleaner	Day	$193.00	$ 189.14
Mini Excavator	Hour	$58.00	$ 56.84
Oil Water probe	Day	$50.00	$ 49.00
OVA	Day	$203.00	$ 198.94
Plate Compactor	Day	$127.00	$ 124.46
Ponar Dredge sampler	Day	$68.00	$ 66.64
Portable Light stand	Day	$63.00	$ 61.74
Portable Sampler (Peristaltic pump)	Day	$68.00	$ 66.64
Safety Equipment Level C	Day	$78.00	$ 76.44
Safety Equipment Level D	Day	$156.00	$ 152.88
Sediment Sampler	Day	$40.00	$ 39.20
Street Sweeper	Day	$780.00	$ 764.40
Surveying Equipment	Day	$58.00	$ 56.84
Teflon Bailer	Day	$11.00	$ 10.78
Teflon Tubing	Foot	$4.00	$ 3.92
Traffic control Vests cones barriers etc	Day	$86.00	$ 84.28
Turbidity Meter	Day	$42.00	$ 41.16
Visqueen - Rolls	Each	$136.00	$ 133.28
Water level Indicator	Day	$48.00	$ 47.04
Well and Well screens	Each	Cost + 23%	
Well Point Install	Each	Cost + 23%	
WellPoint Rental	Day	Cost + 23%	
workboat w/o motor	Day	$130.00	$ 127.40
YSI Meter/ Multi meter	Day	$130.00	$ 127.40

Hazardous Materials Equipment/Materials Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Description	Unit	Rate	BAFO Price:
Personal Protective Equip., Level A (Dupont RS562T)	Per Unit	$895.00	$ 877.10
Personal Protective Equip., Level B (Dupont R3123T)	Per Unit	$395.00	$ 387.10
Personal Protective Equip., Level C (Dupont C2127T)	Per Unit	$195.00	$ 191.10
	Day	$140.00	$ 137.20
Air Filtration Panel	Day	$55.00	$ 53.90
Airline Respirator	Day	$210.00	$ 205.80
High Hazard Personnel Deccontamination	Per Kit	$40.00	$ 39.20
Low Hazard Personnel Decontamination	Per Kit	$15.00	$ 14.70
Personnel Retreival System	Day	$140.00	$ 137.20
Personnel Retreival Harness	Day	$24.00	$ 23.52
Combustible Gas Indicator	Day	$75.00	$ 73.50
Toxic Gas Detector	Day	$150.00	$ 147.00
Photoionization Dectector	Day	$110.00	$ 107.80
Hazmat Kit	Day	$325.00	$ 318.50
Hand Auger, Stainless Steel	Day	$20.00	$ 19.60
Hand Operated Transfer Pump	Day	$65.00	$ 63.70
1" Diaphram Pump (1")	Day	$125.00	$ 122.50
2" Diaphram Pump (2")	Day	$160.00	$ 156.80
2" Diaphram Pump S.S. (2" S.S.)	Day	$275.00	$ 269.50
3" Diaphram Pump (3")	Day	$250.00	$ 245.00
6" Diaphram Pump (6")	Day	$1,280.00	$ 1,254.40
1" Suction or Discharge Hose (1")	Day	$46.00	$ 45.08
2" Suction or Discharge Hose (2")	Day	$70.00	$ 68.60
3" Suction or Discharge Hose (3")	Day	$90.00	$ 88.20
6" Suction or Discharge Hose (6")	Day	$145.00	$ 142.10
2" Chemical Suction or Discharge Hose (2")	Day	$140.00	$ 137.20
3" Chemical Suction or Discharge Hose (3")	Day	$180.00	$ 176.40
6" Chemical Suction or Discharge Hose (6")	Day	$650.00	$ 637.00
Diesel Powered Generator 60-80kw	Day	$245.00	$ 240.10
Electrical Cord Station 50'	Day	$35.00	$ 34.30
Spike Bar	Each	$40.00	$ 39.20
Airless Spray (With operator)	Day	$275.00	$ 269.50
Pressure Washer (With operator)	Day	$255.00	$ 249.90
Waterhose Section (Garden)	Each	$35.00	$ 34.30
Cutting Torch (With operator)	Day	$175.00	$ 171.50
Wire Welder (With operator)	Day	$225.00	$ 220.50
Air Blower (With operator)	Day	$175.00	$ 171.50
HEPA Vac (With operator)	Day	$480.00	$ 470.40
Barrel Cart	Day	$15.00	$ 14.70
Wheelbarrow	Day	$15.00	$ 14.70
Oil Dry Spreader	Day	$18.00	$ 17.64
Traffic Control Vest, Cones, Flags, Barrels, etc	Day	$225.00	$ 220.50
Drill w/ Bits	Day	$40.00	$ 39.20
Grounding Cable and Rod	Day	$15.00	$ 14.70
Circular Saw	Day	$30.00	$ 29.40
Hand Tool per employee *(shovels, brooms etc.)	Day	$30.00	$ 29.40
Tool Kit (Hammers, Pliers, Screwdrivers)	Day	$45.00	$ 44.10
Wrench Kit (Bung wrench, speed, etc)	Day	$25.00	$ 24.50
Step Ladder	Day	$9.50	$ 9.31
Extension Ladder	Day	$11.50	$ 11.27
Photographic Equipment	Day	$125.00	$ 122.50

Hazardous Materials Equipment/Materials Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Description	Unit	Rate	BAFO Price:
Level A Suit (Kappler Responder)	Each	$800.00	$ 784.00
Level B Suit (Kappler Responder)	Each	$350.00	$ 343.00
Level C Suit (Kappler Responder)	Each	$225.00	$ 220.50
Tyvek Coveralls (DuPont)	Each	$25.00	$ 24.50
Proshield (DuPont NG127s)	Each	$85.00	$ 83.30
Saranex (DuPont SL127T)	Each	$95.00	$ 93.10
Acid Suit	Each	$95.00	$ 93.10
Rain Suit	Each	$35.00	$ 34.30
Neoprene Gloves, Pair	Pair	$12.00	$ 11.76
Nitrile Gloves, Pair	Pair	$8.00	$ 7.84
Silvershied Gloves	Pair	$12.00	$ 11.76
PVC Gloves	Pair	$7.50	$ 7.35
Cotton or Latex Gloves	Pair	$8.50	$ 8.33
Leather Work Gloves	Pair	$12.50	$ 12.25
PVC Boots (Haz Mat)	Pair	$32.50	$ 31.85
Boot Covers	Pair	$15.00	$ 14.70
Hearing Protection	Pair	$8.00	$ 7.84
Detector Tubes	Each	$18.00	$ 17.64
Ph Paper	Pack	$25.00	$ 24.50
Spill Classifier	Each	$15.00	$ 14.70
Respirator Airline 50' Section	Each	$175.00	$ 171.50
Respirator Cartridges	Pair	$35.00	$ 34.30
Handheld Radios	Each	$75.00	$ 73.50
5"x10' Absorbent Boom-Petroleum (CEP-WB510)	Bale of 4	$105.00	$ 102.90
8"x10' Absorbent Boom-Petroleum (CEP-WB810)	Bale of 4	$155.00	$ 151.90
3"x 12' Absorbent Boom-Universal (CEP-HAZSOCIO)	Bale of 4	$70.00	$ 68.60
Absorbent Pads Bundle-Petroleum (CEP-WP100H or equal)	Bundle	$87.50	$ 85.75
Absorbent Pads Bundle-Universal (CEP-OPP15 or equal)	Bundle	$132.50	$ 129.85
Oil Dry (CEP-FLAB50 or equal)	Bag (40lb)	$15.00	$ 14.70
Peat Moss (CEPEXSORB or equal)	Bag	$35.00	$ 34.30
Vermiculite (CEP-VERM4 or equal)	Bag	$30.00	$ 29.40
Soda Ash Bag (CEP-SODASH or equal)	Bag	$30.00	$ 29.40
4 mil 20x100 polyethlene (4 mil)	Roll	$47.50	$ 46.55
6 mil 20x100 polyethlene (6 mil)	Roll	$62.50	$ 61.25
6 mil bags (6 mil)	Case	$55.00	$ 53.90
Duct Tape (N/A)	Roll	$6.00	$ 5.88
55 Gallon Drum Overoak (CEP-1230YE or equal)	Each	$110.00	$ 107.80
55 Gallon Drum Liners (10 mil)	Each	$225.00	$ 220.50
Fiber Drums (55 gallon)	Each	$55.00	$ 53.90
30 Gallon Overpak (CEP-1230YE or equal)	Each	$115.00	$ 112.70
95 Gallon Overpak (CEP-1237YE or equal)	Each	$275.00	$ 269.50
DOT Hazardous Waste Lables (DOT)	Box	$35.00	$ 34.30
Fire Extinguisher	Each	$75.00	$ 73.50
Caution/Hazard Tape	Roll	$28.00	$ 27.44
Respirator Wipes	Box	$20.00	$ 19.60
ChemTape , 10' roll (Kappler)	Roll	$15.00	$ 14.70

Note:

Any other equipment used by subcontractor will be charged at Subcontractor rate plus 23%

Proof of Insurance

Client#: 1095194 ASHBRINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2015

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
USI Insurance Services, LLC
2054 Vista Pkwy, Suite 400
West Palm Beach, FL 33411-2718
561 693-0500

RECEIVED MAY 19 2015 BY

CONTACT NAME: Curtis A Weaver
PHONE (A/C, No, Ext): 561 693-0500 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Surplus Lines Ins Co	13604
INSURER B : Federal Insurance Company	20281
INSURER C : Starr Indemnity & Liability Co	38318
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AshBritt, Inc
565 East Hillsboro Blvd
Deerfield Beach, FL 33441

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	SLSLEIL72032214	05/22/2015	05/22/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$10,000
	X						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
							CPL & PL	$1,000,000
C	AUTOMOBILE LIABILITY	X	X	SISIPCA08263215	05/22/2015	05/22/2016	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)	$
							PIP	$10,000
A	UMBRELLA LIAB X OCCUR			1000336529151	05/22/2015	05/22/2016	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	004472753901	05/22/2015	05/22/2016	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Ten Days Notice for Non-payment of Premium; 30 Days Notice for All Other.

Commercial General Liability includes Contractor Pollution Liability $1,000,000 and Professional Liability $1,000,000. GL includes Primary and Non-contributory, Additional Insured and Waiver of Subrogation.
(See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County
2812 S Business Hwy 281
Edinburg, TX 78539-0000

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

Gary Morris

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CEDHJ

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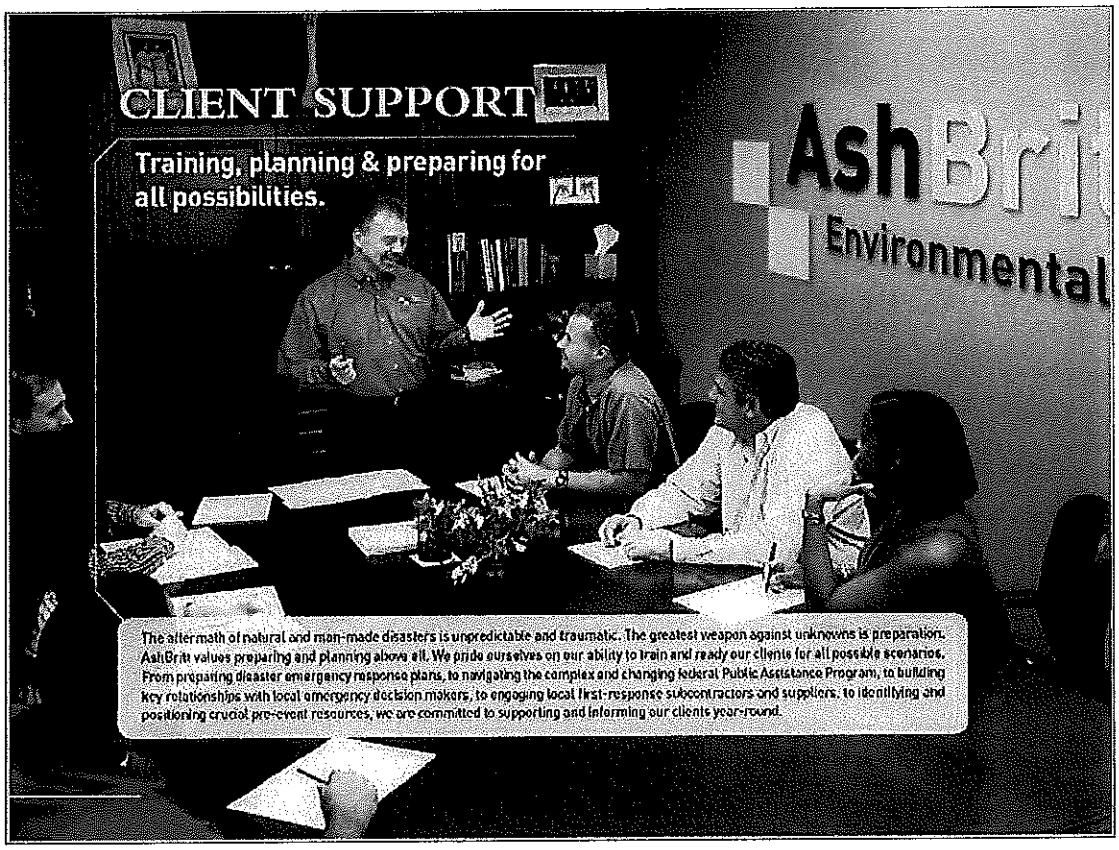
ASHBRITT

1. Corporate Summary



1.1 Corporate Summary

AshBritt is exclusively a disaster recovery contractor. This is our sole business function; consequently we bring exceptional recovery solutions to all our clients. We are focused on preparation and response 365 days per year. Effective disaster response, pre-planning, expeditious mobilization, quality control, safety and disciplined subcontractor management, as well as financial stability are hallmarks of our disaster response. The foundations of these activities are coordination, communication, and commitment. AshBritt, Inc. (AshBritt) has long cultivated these values and engaged in sound business practices to ensure future positive recovery efforts with minimum risks for our clients. We strive to improve and maintain our resource base and financial position to provide the assets and economic support most often required at the onset and throughout the duration of major recovery missions.

AshBritt has removed and managed over 51,700,000 cubic yards of debris and wreckage in the last 22 years.

Our approach and service delivery is due to our skilled, well-educated and experienced employees and consultants. Our principals, staff, and consultant partners have well over 150 years of combined disaster management and logistics experience—on both large and small scale- projects. More importantly, our team is very experienced with the regulations of federal, state, and local disaster reimbursement guidelines. We have relied on our expertise and experience to successfully support 211 major recovery missions nationwide since Hurricane Andrew. These missions have included ice storms, blizzards, tornadoes, floods, tropical storms, wildfires, and earthquakes, as well as minor and major hurricanes.

AshBritt has been successfully serving our clients' debris removal and processing needs since 1992.

In February and March of last year, AshBritt was activated by **(5) Counties and (1) City** in South Carolina as well as **Augusta-Richmond County, Georgia** due to a devastating ice storm that took place in the region on February 11th and 12th. These projects required the activation and utilization of local subcontractors as well as subcontractors from surrounding states in order to meet the ramp up requirements imposed by our clients. These projects have now been completed, we collected and managed more than 1 Million cubic yards of vegetative debris in **less than 48 days**.

In November 2012, AshBritt was activated as a Prime Contractor for Hurricane Sandy. AshBritt supported more than **60 jurisdictions** in the states of New Jersey, Connecticut, Massachusetts, New York, Maryland, and Virginia. During these operations we collected **3.5 million cubic yards** of debris. In 2011, our services were utilized multiple times due to several extraordinary weather events including the record-breaking severe storms and snowstorms that occurred in the States of Connecticut and Massachusetts. We assisted **43 clients**, handling, processing, and disposing of **3.6 million cubic yards** of vegetative debris. Also in 2011, we were activated and assisted multiple clients following Hurricane Irene and the Eastern U.S. tornado outbreaks. In 2010, we provided integral mitigation services to multiple Florida clients in response to the Deepwater Horizon oil spill. We also mobilized significant equipment and manpower to Maryland and Virginia following the early 2010 Mid-Atlantic snowstorm.

AshBritt was an integral part of the single largest disaster recovery effort in history, supporting the U.S. Army Corps of Engineers (USACE) throughout the Hurricane Katrina recovery mission.

Notably, AshBritt was the initial response contractor for the U.S. Army Corps of Engineers (USACE) in both Louisiana and Mississippi for Hurricane Katrina. Ultimately, AshBritt was the Corps' Prime Contractor for debris removal and management in the State of Mississippi. **This project was the largest debris mission by a single company in U.S. history.** For this massive mission, we collected and disposed of over 21 million cubic yards of vegetative debris and wreckage in 16 jurisdictions, employing more than 1,200 subcontractors and 1,000 supervisory, quality control, safety, and administrative personnel. We achieved an impeccable safety record, resulting in less than .01 percent of lost-time due to injuries. In addition, we exceeded all small business goals.

At present, we are the USACE Primary ACI contractor for the following Regions: South Atlantic Division (GA, NC, SC, FL, AL), and South Pacific Division (CA, NM, UT, NV, AZ). We were selected through a rigorous competitive solicitation process based on our outstanding past performance record, experience, financial stability, resource base, innovative operations, quality control, and safety plans.

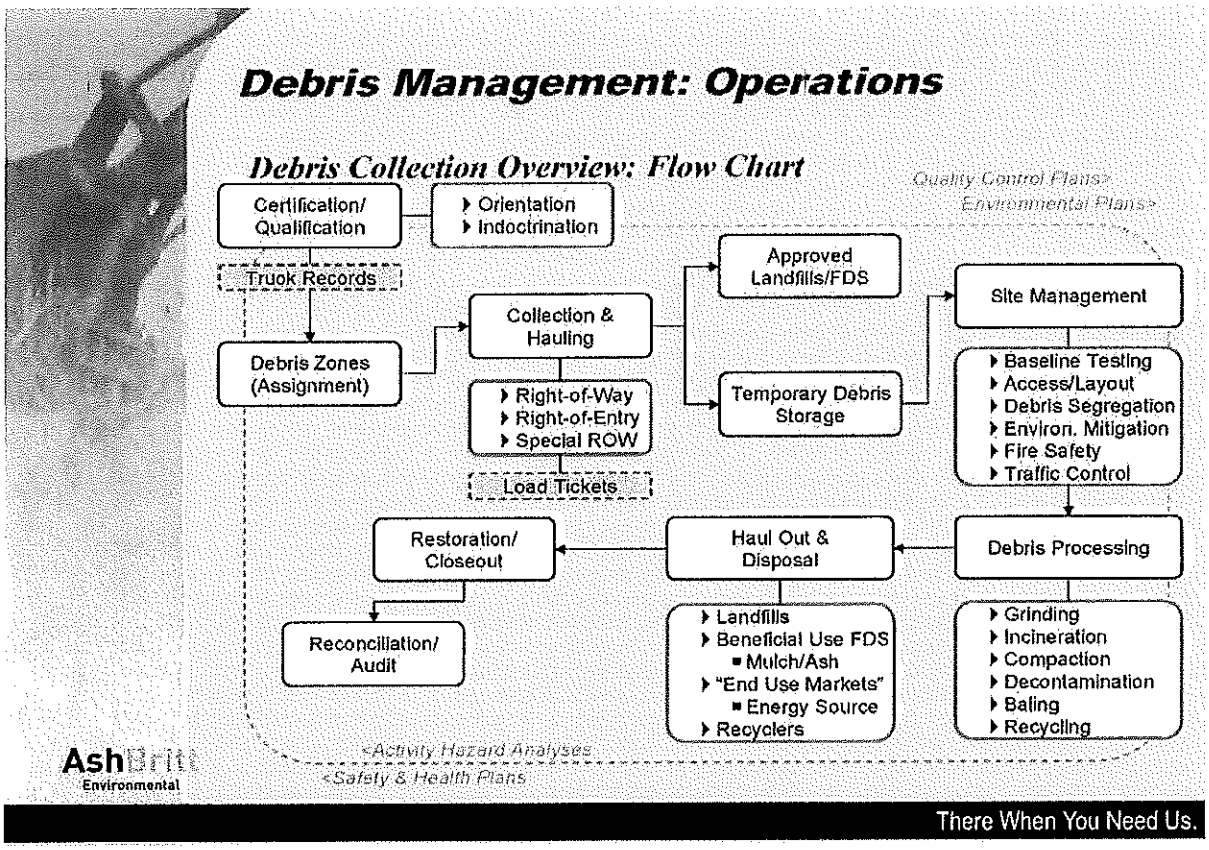
In 22 years of disaster recovery operations, AshBritt has never had a work site closed down due to operational failure.

AshBritt maintains a core full-time staff of about 50 persons; over half of which are senior managers experienced in disaster recovery and response operations. We rapidly expand personnel following an event, drawing on our extensive pool of our highly qualified reserve personnel and contractors. Like our full-time staff, our reservists and contractors are knowledgeable, skilled and trained to effectively lead, manage and execute any disaster recovery project. Most have worked on past AshBritt projects and possess other relevant recovery experience, making them invaluable members of our team. We also leverage and optimize the use of local contractors and personnel. During any activation, an AshBritt principal or senior executive will always personally oversee project management to ensure a rapid and cohesive recovery.

AshBritt's mission as the prime recovery contractor is to act as an extension of Hidalgo County, as we have done in the past when we were activated by Hidalgo County to assist after Hurricane Dolly as well as the flooding that occurred throughout the county in 2010, to ensure the rapid return to normalcy. This responsibility demands considerable financial stability and wherewithal, coupled with sound operational decisions. AshBritt presently stands as one of the most financially capable and stable recovery contractors, with sufficient assets, bonding capacity, and insurance policies, as well as a solid, and respectable performance history. We have the financial strength to assume extensive and large expenditures from the onset and throughout extensive recovery missions, and the critical systems in place to ensure subcontractors and vendors are paid consistently on time and in full. We have the proven operations plans and standard operating procedures to successfully complete any size recovery. AshBritt is fully prepared and positioned to support the County as a valued partner in response, recovery, and mitigation.

No AshBritt employee, representative, or agent has ever been investigated, indicted, convicted, or debarred by any government agency for activities related to contract performance. AshBritt has never received sanctions from any licensing or regulatory agencies at any time. It is and shall be the policy of AshBritt that every officer, employee and/or consultant shall comply with the spirit, intent and letter of the law related to ethical and honest business practices in the performance of their job.

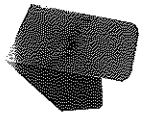
AshBritt pledges to conduct all operations in accordance with local, state and federal law, standards and regulations and in the most cost effective manner to ensure successful debris management operations.



1.2 Corporate Headquarters

AshBritt, Inc.
565 East Hillsboro Boulevard Deerfield Beach, Florida 33441 Hours: 8:00 AM-6:00 PM Phone: (954) 725-6992
Toll Free: (800) 244-5094
Fax: (954) 725-6991
Web: www.ashbritt.com Email: response@ashbritt.com

Regional Office AshBritt, Inc
1001 Congress Ave., Suite 100
Austin, TX 78701
Phone: 512-732-9998



Primary Contacts

- Rob Ray, Senior Vice President (954) 868-9502 cellular (24 hours) rray@ashbritt.com
- John Noble, Chief Operating Officer (954) 683-0247 cellular (24 hours) jnoble@ashbritt.com

Alternate Contacts

- Charles "Dow" Knight, Senior Vice President (954) 818-4416 cellular (24 hours) dknight@ashbritt.com
- Matt Gierden, Vice President (239) 229-5829 cellular (24 hours) matt@ashbritt.com

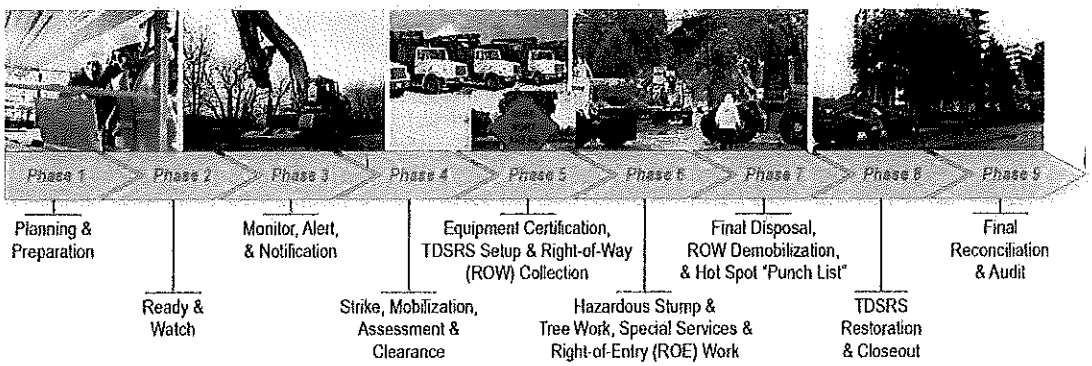
Principals (Authorized to Contract)

- Randal R. Perkins, Chief Executive Officer rperkins@ashbritt.com
- John W. Noble, Chief Operating Officer jnoble@ashbritt.com
- Terry M. Jackson, Chief Marketing Officer tjackson@ashbritt.com

1.3 Organizational Status

Organization: Corporation (Privately held S-Corporation) Date of Incorporation: 10/28/1992
State of Florida: Business Entity - For-Profit Corporation
Nature of Activities: General Contracting, Emergency Services & Disaster Recovery Deerfield Beach Occupational License: 12-00028228
FEIN: 65-0364711
Duns No.: 848970893
FL Corp. Cert No.: P92000000600 FL GC License No.: CGC060313
U.S. DOT No.: 568535 CAGE No.: 00Z46

2. List of all standing Pre-Event Contracts



AshBritt currently has 199 pre-event contracts with municipalities and states throughout the country. Our vast list of state, county and municipal clients is a force multiplier that allows us to quickly respond to a disaster. We routinely participate in local training exercises and maintain strong relationships with local officials and subcontractors in areas where we hold contracts. This continuous presence enables relationship building and leverages our ability to immediately stand up operations as required. We can leverage these existing contracts by mobilizing subcontractors immediately following an event. We will have personnel, company resources, and subcontractors on the ground while our Pre-Execution Planning team is working with the County leadership following an event. This gives us the ability to immediately begin work once a Notice to Proceed is issued. Please see the Exhibit below for a listing of current contracts. At this time, zero of the listed contracts are currently activated.

AshBritt Current Contracts

End Term	Client	Address			State
3/8/2015	Santa Rosa County FL	6075	Old Bagdad Hwy	Milton	FL
3/31/2015	Plant City	302	West Renyolds Street	Plant City	FL
4/22/2015	Jackson County FL	2864	Madison St	Marianna	FL
4/23/2015	Parkland, City of	6600	University Dr	Parkland	FL
4/23/2015	Pine Tree Water Control District	10300	NW 11 Manor	Coral Springs	FL
4/30/2015	Bridge City, TX	260	Rachal	Bridge City	TX
4/30/2015	Flagler County FL	1769	E Moody Blvd, Bldg 2	Bunnell	FL
4/30/2015	West Orange, City of	2700	Western Ave	West Orange	TX
4/30/2015	Vidor, City of	1395	N Main St	Vidor	TX
4/30/2015	Orange County TX	123	S 6th St	Orange	TX
4/30/2015	Pinehurst, City of	2497	Martin Luther King Jr Dr	Pinehurst	TX
4/30/2015	Winter Springs, City	1126	E State Rd 434	Winter Springs	FL
4/30/2015	Edna, City of	126	W Main St	Edna	TX
4/30/2015	Orange County FL	400	E South St	Orlando	FL
5/1/2015	Virginia EMD (State)	10501	Trade Ct	Richmond	VA
5/5/2015	Fairfax, City of	10455	Armstrong St	Fairfax	VA
5/24/2015	St Pete Beach, City of	155	Corey Ave	St Pete Beach	FL
5/25/2015	Monterey County	168	W Alisal St	Salinas	CA
5/29/2015	Clearwater, City of	112	South Osceola Avenue	Clearwater	FL
5/31/2015	North Miami, City of	776	NE 125 ST	North Miami	FL
5/31/2015	Miramar, City of	13900	Pembroke Rd	Miramar	FL
6/1/2015	Coral Gables, City of	2800	72nd Ave	Coral Gables	FL
6/13/2015	Brazoria, City of	201	S Main St	Brazoria	TX
6/13/2015	Brazoria County TX	451	N Velasco St	Angleton	TX
6/20/2015	North Miami Beach, City of	17011	NE 19 Ave	North Miami Beach	FL
6/22/2015	Lake Worth, City of	7	N Dixie Highway	Lake Worth	FL
6/30/2015	Rockville, City of	111	Maryland Ave	Rockville	MD
6/30/2015	State of New Jersey	50	W. State Street	Trenton	NJ
6/30/2015	Charleston County SC	4045	Bridge View Dr	North Charleston	SC
7/1/2015	Marion, City of	1305	N Main St	Marion	SC
7/1/2015	Georgetown County SC	129	Screven St	Georgetown	SC
7/1/2015	Marion County	1305	N Main St	Marion	SC
7/7/2015	Escambia County FL	213	Palafox Place	Pensacola	FL
7/12/2015	Columbus, City of	100	10th St	Columbus	GA
7/19/2015	New York State		Corning Tower, 38th	Albany	NY
7/19/2015	State of Rhode Island	1	Capitol Hill	Providence	RI
7/22/2015	Hollywood, City of	2600	Hollywood Blvd	Hollywood	FL
7/28/2015	Rose Hill Acres, City of	100	Jordan Rd	Rose Hill Acres	TX
7/28/2015	Lumberton, City of	836	N Main St	Lumberton	TX
7/28/2015	Hardin County TX	300	Monroe	Kountze	TX
7/28/2015	Venice, City of	401	W Venice Ave	Venice	FL
7/28/2015	Silsbee, City of	105	S 3rd St	Silsbee	TX
7/28/2015	Kountze, City of	1025	N Pine St	Kountze	TX
7/28/2015	Sour Lake, City of	625	Hwy 105 W	Sour Lake	TX

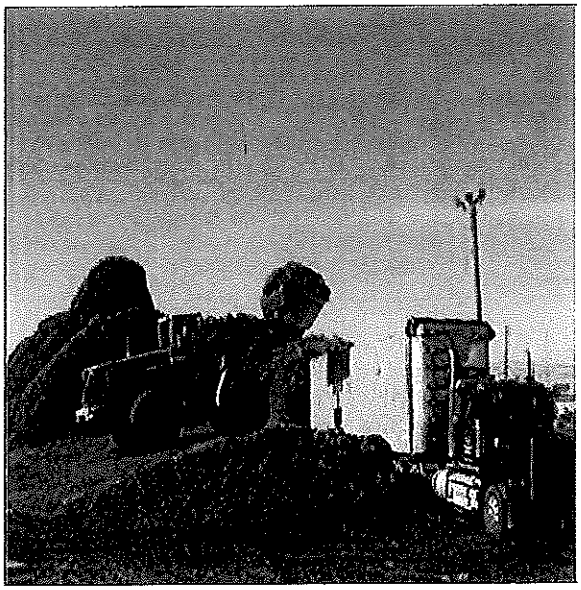
End Term	Client	Address			State
7/31/2015	Virginia DGS (State)	1111	E Broad St	Richmond	VA
8/1/2015	Rockledge, City of	1600	Huntington Lane	Rockledge	FL
8/6/2015	Franklin County FL	28	Airport Rd	Apalachicola	FL
8/11/2015	Orange, City of	803	W Green Ave	Orange	TX
8/15/2015	FDOT District 1	801	N Broadway Ave	Bartow	FL
8/18/2015	Harford County MD	220	S Main St	Bel Air	MD
8/20/2015	Doral, City of	8401	NW 53rd Terrace	Doral	FL
8/21/2015	Sarasota County FL	2817	Cattlemen Rd	Sarasota	FL
8/22/2015	Miami Lakes, City of	15150	NW 79 CT	Miami Lakes	FL
8/25/2015	West Palm Beach, City of	401	Clematis St	West Palm Beach	FL
8/28/2015	Sunset Beach, Town of	700	Sunset Blvd N	Sunset Beach	NC
8/31/2015	South Carolina DOT	955	Park Street	Columbia	SC
8/31/2015	Massachusetts, State of	123	Ashburton Pl	Boston	MA
8/31/2015	Texas General Land Office	1700	N Congress AVe	Austin	TX
8/31/2015	Palacios, City of	311	Henderson	Palacios	TX
9/7/2015	Key Biscayne, Village of	88	W McIntyre St	Village of Key	FL
9/9/2015	Pompano Beach, City of	100	W Atlantic Blvd	Pompano Beach	FL
9/11/2015	Opa Locka, City of	780	Fisherman St	Opa Locka	FL
9/12/2015	Palm Beach, Town of	360	S County Rd	Palm Beach	FL
9/18/2015	Los Angeles County	900	S Fremont Ave	Alhambra	CA
9/30/2015	East Bernard, City of	704	CHurch St	East Bernard	TX
9/30/2015	Wharton County TX	309	E Milam	Wharton	TX
9/30/2015	Orlando, City of	400	S Orange Ave	Orlando	FL
10/8/2015	Chatham County GA	124	Bull St	Savannah	GA
10/8/2015	Pooler, City of	100	SW Hwy 80	Pooler	GA
10/10/2015	Polk County	330	West Church Street	Bartow	FL
10/11/2015	Nassau County FL	96135	Nassau Place	Yulee	FL
10/15/2015	Delaware, State of	100	Enterprise Business Park	Dover	DE
10/30/2015	Savannah, City of	2	E Bay St	Savannah	GA
11/12/2015	Orange City, City of	1100	S Thorpe Ave	Orange City	FL
11/12/2015	Holly Hill, City of	1065	Ridgewood Ave	Holly Hill	FL
11/12/2015	Ponce Inlet, Town of	4300	S Atlantic Ave	Ponce Inlet	FL
11/12/2015	Port Orange	1000	City Center Circle	Port Orange	FL
11/12/2015	Volusia County FL	123	W Indiana Ave	Deland	FL
11/12/2015	Daytona Beach Shores	2990	S. Atlantic Avenue	Daytona Beach	FL
11/20/2015	Sarasota, City of	1565	First Street, Room 205	Sarasota	FL
11/20/2015	Hallandale Beach, City of	400	S Federal Hwy	Hallandale Beach	FL
11/22/2015	San Clemente, City of	100	Avenida Presidio	San Clemente	CA
11/22/2015	Irvine, City of	6427	Oak Canyon	Irvine	CA
11/22/2015	Cypress, City of	5275	Orange Ave	Cypress	CA
11/22/2015	Imperial County	940	Main ST Ste 101	El Centro	CA
11/22/2015	Dana Point, City of	33282	Golden Lantern	Dana Point	CA
11/22/2015	Tustin, City of	300	Centennial Way	Tustin	CA
11/22/2015	Orange, City of	300	E Chapman Ave	Orange	CA
11/22/2015	La Habra, City of	621	W Lambert Rd	La Habra	CA

End Term	Client	Address			State
11/22/2015	Mission Viejo, City of	200	Civic Center	Mission Viejo	CA
11/22/2015	Laguna Beach, City of	505	Forest Ave	Laguna Beach	CA
11/22/2015	Riverside County	4080	Lemon Street	Riverside	CA
11/22/2015	Laguna Woods, City of	24264	El Toro Rd	Laguna Woods	CA
11/22/2015	Rancho Santa Margarita, City of	22112	El Paseo	Rancho Santa	CA
11/22/2015	Orange County CA	300	N Flower St	Santa Ana	CA
11/22/2015	Anaheim, City of	200	S.Anaheim Blvd.	Anaheim	CA
11/22/2015	Fullerton, City of	303	W Commonwealth Ave	Fullerton	CA
11/23/2015	Collier County School District	5775	Osceola Trail	Naples	FL
11/23/2015	Everglades, City of	3339	Tamiami Trail East	Naples	FL
11/23/2015	Marco Island, City of	50	Bald Eagle Dr	Marco Island	FL
11/23/2015	Collier County FL	3327	Tamiami Trail East	Naples	FL
11/23/2015	Collier County Mosquito Control	600	North Road Mosquito	Naples	FL
11/23/2015	Naples, City of	380	Riverside Circle	Naples	FL
11/30/2015	Bradenton Beach, City of	107	Gulf Dr	Bradenton Beach	FL
11/30/2015	Delray Beach, city of	100	NW 1st Ave	Delray Beach	FL
12/4/2015	Sanibel, City of	800	Dunlop Rd	Sanibel	FL
12/6/2015	Sumter, City of	13	E Canal St	Sumter	SC
12/6/2015	Sumter County SC	13	E Canal St	Sumter	SC
12/6/2015	Lee County	123	South Main Strett	Bishopville	SC
12/10/2015	Floyd County GA	12	E 4th Ave	Rome	GA
12/11/2015	FDOT District 7	11201	N McKinley Dr	Tampa	FL
12/31/2015	Fairfax County VA	12000	Government Center	Fairfax	VA
12/31/2015	Gwinnett County	75	Langley Dr	Lawerenceville	GA
12/31/2015	Maryland GSA, State	301	W Preston St	Baltimore	MD
12/31/2015	Gulf County FL	1000	Cecil G Costin Sr Blvd	Port St Joe	FL
12/31/2015	Hillsborough County FL	601	E Kennedy Blvd	Tampa	FL
12/31/2015	Maryland GSA, State	301	W Preston St	Baltimore	MD
1/1/2016	St Lucie County FL	2300	Virginia Ave	Ft Pierce	FL
2/9/2016	Gainesville, City of	200	E University Ave	Gainesville	FL
2/17/2016	Key West, City of	3132	Flagler Ave	Key West	FL
2/17/2016	Marathon, City of	9805	Overseas Hwy	Marathon	FL
2/25/2016	Manassas Park, City of	331	Manassas Dr.	Manassas Park	VA
2/25/2016	Manassas, City of	9027	Center St	Manassas	VA
2/25/2016	Lancaster County VA	8311	Mary Ball Rd	Lancaster	VA
2/25/2016	Prince William County VA	1	County Complex Court	Prince William	VA
3/12/2016	Johnson County	111	South Cherry, Suite 2400	Olathe	KS
3/18/2016	Ormond Beach, City of	22	S Beach St	Ormand Beach	FL
5/5/2016	St Johns County FL	2740	Industry Center Rd	St Augustine	FL
5/6/2016	Miami Dade County Schools	12525	NW 28 Ave	Miami	FL
5/7/2016	San Bernardino County	777	E Rialto Ave	San Bernardino	CA
5/13/2016	Manatee County FL	1112	Manatee Ave W	Bradenton	FL
5/16/2016	Greensville County	1781	Greensville County Cir	Emporia	VA
5/26/2016	Katy, City of	910	Avenue C	Katy	TX
5/31/2016	Galveston, City of	601	54th St	Galveston	TX

End Term	Client	Address			State
5/31/2016	Jackson County, TX	115	W Main St	Edna	TX
5/31/2016	Victoria, City of	700	Main St	Victoria	TX
5/31/2016	Victoria County TX	115	N Bridge St	Victoria	TX
6/19/2016	Lauderdale-by-the-Sea, Town of	4501	Ocean Dr	Lauderdale-by-the-	FL
6/19/2016	Lauderdale Lakes, City of	4300	NW 36th St	Lauderdale Lakes	FL
6/19/2016	Weston, City of	2500	Weston Rd Ste 101	Weston	FL
6/19/2016	Dania Beach, City of	100	W Dania Beach Blvd	Dania Beach	FL
6/26/2016	Tamarac, City of	7525	NW 88th Ave	Tamarac	FL
7/16/2016	FDOT District 4	3400	W Commercial Blvd	Fort Lauderdale	FL
7/20/2016	Davie, City of	6591	Orange Dr	Davie	FL
7/20/2016	Cooper City, City of	9070	SW 51st St	Cooper City	FL
7/20/2016	Pasadena, City of	1201	Southmore	Pasadena	TX
7/27/2016	Austin County TX	1	E Main	Bellville	TX
7/31/2016	Sonoma County	2300	County Center Crive	Santa Rosa	CA
7/31/2016	Alameda County	1401	Lakeside Drive	Oakland	CA
8/1/2016	Tampa, City of	306	E Jackson St	Tampa	FL
8/1/2016	DeBary, City of	137	S Hwy 17-92	DeBary	FL
8/11/2016	Newton County TX	109	E Court St	Newton	TX
8/20/2016	Palm Beach County FL (SWA)	7501	North Jog Rd	West Palm Beach	FL
8/20/2016	Hypoluxo, City of	7580	S Federal Hwy	Hypoluxo	FL
8/20/2016	South Bay, City of	335	SW 2nd Ave	South Bay	FL
8/26/2016	Sealy, City of	415	Main St	Sealy	TX
8/30/2016	Miami Gardens, City of	1515	NW 167th	Miami Gardens	FL
9/8/2016	Palm Beach Gardens, City of	10500	N Military Trail	Palm Beach	FL
9/16/2016	Boca Raton, City of	201	W Palmetto Park Rd	Boca Raton	FL
9/18/2016	Jersey Village, City of	16504	Jersey Dr	Jersey Village	TX
11/30/2016	Miami Shores, Village of	10050	NE 2nd Ave	Miami Shores	FL
12/12/2016	Southwest Ranches, Town of	13400	Griffin Rd	Southwest Ranches	FL
12/31/2016	Bay County FL	840	West 11th Street	Panama City	FL
12/31/2016	H-GAC (Houston-Galveston)	3555	Timmons, Suite 120	Houston	TX
12/31/2016	Austin, City of		1088	Austin	TX
3/1/2017	Queens Anne County MD	100	Communications Dr	Centreville	MD
3/12/2017	Freeport, City	200	W Second St	Freeport	TX
4/6/2017	South Florida Water	3301	Gun Club Rd	West Palm Beach	FL
5/1/2017	South Florida Water	3301	Gun Club Rd	West Palm Beach	FL
6/13/2017	Seminole, City of	11195	70th Ave N	Seminole	FL
6/23/2017	North Port, City of	1930	W Price Blvd	North Port	FL
7/16/2017	Longboat Key, Town of	501	Bay Isles Rd	Longboat Key	FL
8/13/2017	Punta Gorda, City of	326	W Marion Ave	Punta Gorda	FL
8/21/2017	Brevard County	2725	Judge Fran Jamieson	Viera	FL
8/21/2017	Cocoa, City of	65	Stone St	Cocoa	FL
8/28/2017	Miami Beach, City of	1700	Convention Center Drive	Miami Beach	FL
8/29/2017	Sunny Isles Beach, City of	18070	Collins Ave	Sunny Isles	FL
8/31/2017	Matagorda County TX	1700	7th St	Bay City	TX
9/30/2017	Wharton, City of	120	E Caney St	Wharton	TX

End Term	Client	Address			State
9/30/2017	New Smyrna Beach, City of	124	Industrial Park Ave	New Smyrna Beach	FL
10/28/2017	Hendry County	4425	West State Road 80	Labelle	FL
11/30/2017	St. Petersburg, City of		Fourth Street North Fifth	St. Petersburg	FL
11/30/2017	Atlantic Beach, City of	800	Seminole Rd	Atlantic Beach	FL
11/30/2017	Madeira Beach, City of	300	Municipal Dr	Madeira Beach	FL
1/1/2018	Martin County FL	2401	SE Monterey Rd	Stuart	FL
1/31/2018	Washington, State of	210	11th Ave SW	Olympia	WA
1/31/2018	Seattle, City of	700	5th Ave	Seattle	WA
3/5/2018	VPPSA (VA)	475	McLaws Cir	Williamsburg	VA
3/25/2018	Hidalgo County TX	1615	S Closner	Edinburg	TX
3/25/2018	Kingsville, City of	200	E Kleberg	Kingsville	TX
4/30/2018	SPSA (VA)	723	Woodlake Dr	Chesapeake	VA
6/18/2018	Margate, City of	5790	Margate Blvd	Margate	FL
6/18/2018	Lauderhill, City of	5581	W Oakland Park Blvd	Lauderhill	FL
6/30/2018	Osceola County FL	1	Courthouse Sq	Kissimmee	FL
8/6/2018	Redington Shores, Town of	17425	Gulf Blvd	Redington Shores	FL
8/6/2018	Belleair Beach, City of	444	Causeway Blvd	Belleair Beach	FL
8/6/2018	Belleair Bluffs, City of	2747	Sunset Blvd	Belleair Bluffs	FL
9/3/2018	Walterboro, City of	108	Simmons St	Walterboro	SC
9/3/2018	Colleton County SC	108	Simmons St	Walterboro	SC
9/3/2018	Hampton County SC	703	2nd St West	Hampton	SC
9/3/2018	Edisto Beach, Town of	2414	Murray St	Edisto Beach	SC
3/31/2019	Miami Dade County	111	NW 1st Street	Miami	FL
6/30/2019	USACE SPD	7400	Leake Ave	New Orleans	LA
6/30/2019	USACE SAD	7400	Leake Ave	New Orleans	LA
7/2/2019	Connecticut, State of	165	Capital Ave	Hartford	CT
11/24/2019	El Campo, City of	315	E Jackson Street	El Campo	TX
12/31/2019	Charlotte County FL	7000	Florida Street	Punta Gorda	FL
3/16/2020	Broward County TDMS	115	S Andrews Room 212	Ft. Lauderdale	FL

3. Past Clients/Projects



Completed DMS Restoration – Riverwood Park, Toms River , NJ

AshBritt has successfully completed more disaster response and recovery projects, of a similar size, magnitude and complexity, than any other Contractor during the past five years. Following is our list of past clients and projects as requested by the City.

Exhibit – AshBritt Experience

Client and Point of Contact	Event & Contract Details	Project Description
City of Atlanta, GA Rita Braswell, Administrative Programs Manager 404-330-6002 rbraswell@atlantaga.gov	**Winter Storm Octavia** FEB 25,-2015 - FEB 26, 2015 $70,874	Deployed salt and sand spreader trucks to Atlanta, GA to conduct Rights-of-Way (ROW)
City of Atlanta, GA Rita Braswell, Administrative Programs Manager 404-330-6002 rbraswell@atlantaga.gov	**Winter Storm Octavia** FEB 16,-2015 - FEB 17, 2015 $37,340.65	Deployed salt and sand spreader trucks to Atlanta, GA to conduct Rights-of-Way (ROW)
Fairfax County, VA Robert Scott, Asst. Director of Solid Waste Collection and Recycling 703-550-3486 robert.scott@fairfaxcounty.gov	**2014 Severe Rainstorms** JUN 23, 2014 - JUN 26, 2014 $22,890	Deployed equipment and manpower to Virginia following severe rainstorms that produced high winds and knocked over trees. Through activation of our county contract, we were specifically tasked to assist with debris clearing, and removal from the public ROW.
Georgetown County, SC Ray Funnye, Public Works Director (843) 545.3325 rcfunnye@gtcounty.org	**Winter Storm Pax** FEB 12, 2014 - MAR 12, 2014 117,857 cubic yards 19,695 hazardous trees $3,616,253	ROW debris removal, management, and disposal. Hazardous tree removal from ROW & county parks.
Colleton County, SC Suzanne Gant, Emergency Manager (843) 549-5632 sgant@colletoncounty.org	**Winter Storm Pax** FEB 12, 2014 - APR 12, 2014 61,882 cubic yards 9,504 hazardous trees $1,864,402	ROW debris removal, management, and disposal. Hazardous tree removal from ROW.
Marion County, SC Tim Harper, County Administrator 843-431-5059 tharper@marionsc.org	**Winter Storm Pax** FEB 12, 2014 - MAY 7, 2014 82,481 cubic yards 10,924 hazardous trees $2,184,363	ROW debris removal, management, and disposal. Hazardous tree removal from ROW & county parks.
Sumter County, SC Eddie Newman or Karen Hyatt Public Works Director 803-436-2242 enewman@sumtercountysc.org	**Winter Storm Pax** FEB 12, 2014 - APR 11, 2014 105,241 cubic yards 10,960 hazardous trees $2,325,671	ROW debris removal, management, and disposal. Hazardous tree removal from ROW & county parks.
City of Sumter, SC Al Harris, Public Works Director 803-436-2558 aharris@sumter-sc.com	**Winter Storm Pax** FEB 12, 2014 - APR 11, 2014 35,457 cubic yards 1,222 hazardous trees $517,816	ROW debris removal, management, and disposal. Hazardous tree removal from ROW & city parks.

Client and Point of Contact	Event & Contract Details	Project Description
Hampton County, SC Susanne Peoples, Emergency Manager (803) 914-2150 speeples@hamptoncountysc.org	**Winter Storm Pax** FEB 12, 2014 - APR 11, 2014 15,566 cubic yards $186,646	ROW debris removal, management, and disposal.
Augusta, GA Abie Ladson, Deputy Administrator 706-796-5040 aladson@augustaga.gov	**Winter Storm Pax** FEB 26, 2014 - MAY 2, 2014 645,869 cubic yards 26,819 hazardous trees $12,490,148	ROW debris removal, management, and disposal. Hazardous tree removal from ROW, city parks, municipal golf course and city owned cemeteries. DMS operations in 6 locations including haul out operations from all locations.
Atlanta, GA Rita Braswell, Administrative Programs Manager 404-330-6002 rbraswell@atlantaga.gov	**Winter Storm Leon** JAN 28, 2014 - JAN 31, 2014 Hourly services $64,050	Operated sand and salt spreaders on roadways throughout the City following this historic event. Sand spreading equipment and personnel arrived on site within three hours of receipt of notice-to-proceed.
Berlin, CT Art Simonian, Director of Public Works 860-828-7014 asimonian@town.berlin.ct.us	**Winter Storm Nemo** FEB 10, 2013 – FEB 14, 2013 $29,562	Emergency roadway clearance of snow.
Connecticut Department of Transportation Bart Sweeney, Transportation Maintenance Manager 860-258-4531 Bartholomew.Sweeney@ct.gov	**Winter Storm Nemo** FEB 11, 2013 – Feb 18th 2013 $140,352	Emergency roadway clearance of snow.
Fairfield, CT Scott Bartlett, Director of Public Works sbartlett@town.fairfield.ct.us 203-256-3176	**Winter Storm Nemo** FEB 11, 2013 – FEB 15, 2013 $37,959	Emergency roadway clearance of snow.
State of Massachusetts Emergency Mgmt. Agency David Mahr, Capital Budget Director 508-820-2017 david.mahr@state.ma.us	**Winter Storm Nemo** $42,139	Emergency roadway clearance of snow.
State of New Jersey Dept. of Environmental Protection Suzanne U. Dietrick, Chief 609-292-8838 Suzanne.dietrick@dep.state.nj.us	**Hurricane Sandy** MAR 4, 2013 - DEC 31, 2013	Wet debris mission in southern New Jersey in the counties of Ocean, Burlington, Atlantic, Cumberland and Salem. Survey (side scan sonar and bathymetric), debris removal and disposal, dredging, sunken vehicle and vessel removal, vehicle and vessel aggregation area operation.
Bayonne, NJ Gary S. Chmielewski Director of Public Works 201-858-6066 PublicWorks@baynj.org	**Hurricane Sandy** NOV 20, 2012 – JAN 31, 2013 1137 cubic yards $135,409	Debris collection, haul off and disposal.
Belmar, NJ Colleen Connolly, Administrator 732-681-3700 cconnolly@boro.belmar.nj.us	**Hurricane Sandy** NOV 10, 2012 - FEB 5, 2013 87,058 cubic yards collected $4,407,519	Debris collection including vegetation, C&D, HHW, eWaste and white goods. Significant sand screening mission, as well.

Client and Point of Contact	Event & Contract Details	Project Description
Bernardsville, NJ John MacDowall, Public Works Mgr. 908-766-3850 ext. 147 jmacdowall@bernardsvilleboro.org	**Hurricane Sandy** JAN 1, 2013 – FEB 28, 2013 57,828 cubic yards $1,902,741	Debris collection, hazardous tree removal, and disposal
Califon, NJ Laura Eidsvaag, Borough Administrator 908-832-7850 leidsvaag@califonboro.net	**Hurricane Sandy** JAN 3, 2013-FEB 12, 2013 1675 cubic yards $47,216	Debris collection, DMS management, debris reduction, hazardous tree removal.
Cranbury, NJ Denise Marabello dmarabello@cranbury-nj.com 609-395-0900	**Hurricane Sandy** NOV 27, 2012- DEC 18, 2012 6,329 cubic yards $198,704	Debris collection, DMS management, debris reduction, haul off and disposal.
Deal, NJ James Rogers, Administrator 732-531-1454 administrator@dealborough.com	**Hurricane Sandy** DEC 12, 2012 - JAN 4, 2013 $95,418	Site management, reduction and haul out of disaster debris.
Flemington, NJ Michael Campion, Public Works Dir. 908-782-8840 mcampion@historicflemington.com	**Hurricane Sandy** JAN 31, 2013-JAN 31, 2013 134 cubic yards $8,895	Debris collection, hazardous tree removal, and disposal.
Hillside, NJ Scott Anderson, Public Works Superintendent 973-926-1110 pubworks@townshipofhillside.org	**Hurricane Sandy** NOV 18, 2012- DEC 7, 2012 7,850 cubic yards $193,260	Debris collection, hazardous tree removal
Holmdel, NJ Denise Fritz 732-946-2820 dfritz@holmdeltownship-nj.com	**Hurricane Sandy** NOV 28, 2012 - DEC 17, 2012 68,654 cubic yards $1,458,538	Collected vegetative debris and transported it to DMS
Hopewell, NJ Paul Pogorzelski, Township Administrator 609-737-0605 paulpogo@hopewelltwp.org	**Hurricane Sandy** DEC 13, 2012-FEB 28, 2013 71,202 cubic yards $2,193,306	Debris collection, DMS management, debris reduction, haul off and disposal.
Jersey City Housing Authority Richard Baker, CFO 201-547-6600 rbaker@jcha.us	**Hurricane Sandy** DEC 12, 2012-DEC 13, 2012 115 cubic yards $21,540	Debris collection, HHW collection and disposal.
Keansburg, NJ Dennis O'Keafe Director of Public Works 732-904-7445	**Hurricane Sandy** NOV 30, 2012 - JAN 28, 2013 25,038 cubic yards $533,012	Collected vegetative and C&D debris from the right of way and transported to debris management site or final disposal site.
Little Silver, NJ Robert Neff 973-735-5778 robert.neff@wilsonelser.com	**Hurricane Sandy** NOV 8, 2012 - DEC 1, 2012 52,563 cubic yards $1,808,040	Collected, reduced, hauled off and disposed of debris.

Client and Point of Contact	Event & Contract Details	Project Description
Loch Arbour, NJ Paul Pernindola, Mayor 732-531-4740 pvf@fernicolalaw.com	**Hurricane Sandy** DEC 14, 2012 - JAN 17, 2013 20,973 cubic yards $766,080	Collected debris from the right of way and transported to DMS. Collected sand, screened it and transported screened sand back to the beach.
Manasquan, NJ Joseph Delorio, Administrator 732-223-9530 jdeiorio@manasquan-nj.com	**Hurricane Sandy** NOV11, 2012 - DEC 13, 2012 100,261 cubic yards $3,864,120	Debris collection including eWaste, white goods, C&D and vegetation. Operated DMS and performed haul out and disposal.
Middletown, NJ Ted Maloney 732-615-2110 tmaloney@middletownnj.org	**Hurricane Sandy** NOV 15, 2012 - JAN 4, 2013 346,904 cubic yards $9,490,950	Collected debris from the right-of-way including vegetation and C&D. Managed two DMS sites.
Neptune, NJ Wayne Rode, Director of Public Works 732-775-8797 wrode@neptunetownship.org	**Hurricane Sandy** NOV 15, 2012 - DEC 30, 2012 54,897 cubic yards collected $1,767,013	Collected disaster generated debris from the ROW and operated a debris management site.
Newark, NJ Adam Cruz, Asst. Business Administrator 973-733-5319 cruzad@ci.newark.nj.us	**Hurricane Sandy** JAN 4, 2013- FEB 28, 2013 9,736 cubic yards $322,763	Hazardous tree removal, debris reduction, haul out and disposal.
State of New Jersey Dept. of Environmental Protection Suzanne U. Dietrick, Chief 609-292-8838 Suzanne.dietrick@dep.state.nj.us	**Hurricane Sandy** FEB 1, 2012- FEB 28, 2013 42 vessels $338,072	Sunken and submerged vessel recovery/removal, vessel aggregation site operations.
Ocean County, NJ Carl Block, Ocean County Administrator 732-929-2055 cblock@co.ocean.nj.us	**Hurricane Sandy** NOV 2012 - MAR 2013 1,325,876 cubic yards $87,000,000	ROW debris removal, management, and disposal. Hazardous tree removal and storm drain clearing. DMS operations in multiple locations.
Old Bridge, NJ Beth Cunningham 732-721-5600 bcunningham@oldbridge.com	**Hurricane Sandy** NOV 23, 2012 - DEC 18, 2012 3,143 cubic yards $147,268	Debris collection including vegetation, C&D and HHW. Managed DMS and provided haul out and disposal.
Princeton, NJ Thomas Crochet, Assistant Superintendent of Public Works 609-688-2566 tcrochet@princetonnj.gov	**Hurricane Sandy** NOV 20, 2012 - DEC 14, 2012 18,885 cubic yards $390,955	Collected vegetative debris from the right-of-way.
Readington, NJ Scott Jesseman, Director of Public Works 908-534-1058 Dpw_sj@readingtontwp-nj.org	**Hurricane Sandy** DEC 3, 2012 - DEC 20, 2012 95,471 cubic yards $2,959,138	Collected vegetative material on the ROW, Managed DMS, hauled out and disposed of debris.
Red Bank, NJ Stanley Sickels, Administrator 732-530-2773 ssickels@redbanknj.org	**Hurricane Sandy** NOV 18, 2012 - NOV 27, 2012 6,333 cubic yards $186,720	Debris collection, DMS management, debris reduction, haul out and disposal

Client and Point of Contact	Event & Contract Details	Project Description
Roselle, NJ Magreta Morgan 908-245-5600 Mmorgan@boroughofroselle.com	**Hurricane Sandy** NOV 25, 2012 - DEC 7, 2012 5,835 cubic yards $287,183	Collected vegetative debris from the ROW, operated a DMS, removed hazardous trees and stumps.
Roselle Park, NJ Vincent Cahill 908-245-7676 vcahill@rosellepark.net	**Hurricane Sandy** JAN 28, 2013-MAR 12, 2013 2,650 cubic yards $91,611	Hazardous tree removal, DMS management, debris reduction, haul out and disposal.
Rumson, NJ Thomas Rogers, Borough Administrator 732-842-3300 trogers@rumsonnj.gov	**Hurricane Sandy** NOV 9, 2012-NOV 26, 2012 64,724 cubic yards $1,785,952	Debris collection, DMS management, debris reduction, haul out and disposal.
Sayreville, NJ Dan Frankel, Business Administrator 732-390-7071 dfrankel@sayreville.com	**Hurricane Sandy** NOV 30, 2012-JAN 11, 2013 27,768 cubic yards $700,753	Debris collection, white good collection, DMS management, and debris reduction.
Scotch Plains, NJ Ray Peoria, Public Works Director 908-413-1983 rpoerio@scotchplainsnj.com	**Hurricane Sandy** MAR 20, 2013 - APR 15, 2013 $5,556.25	Cutting and removal of 91 hazardous stumps including backfill of voids.
Sea Bright, NJ Mark Philpot Emergency Management Director 732-842-0099 mphilpot36@yahoo.com	**Hurricane Sandy** NOV 16, 2012 - JAN 10, 2013 42,379 cubic yards $2,065,754	Collected vegetative and C&D debris from the right of way. Relocated sand. Collected eWaste.
Sea Girt, NJ Jared McKittrick 732-449-9433 jmckittrick@seagritboro.com	**Hurricane Sandy** NOV 17, 2012 -DEC 12, 2012 4,575 cubic yards $192,027	Removed vegetative debris and hazardous stumps from the right of way and processed the material at a DMS.
Tewksbury, NJ Hayden Hull, Superintendent Public Works 908-439-0022 hahull@tewksburytwp.net	**Hurricane Sandy** DEC 10, 2012 - JAN 24, 2013 43,318 cubic yards $2,307,849	Collected vegetative debris and removed hazardous trees from the ROW. Reduced debris at DMS, hauled it off and disposed of it.
Tinton Falls, NJ Gary Geble, Director of Public Works 732-542-3400 ggebele@tintonfalls.com	**Hurricane Sandy** DEC 7, 2012 - MAR 4, 2013 $238,975	Vegetative debris reduction, haul out and disposal
Ventnor, NJ David Smith, Supervisor of Public Works 609-823-7935 dsmith@ventnorcity.org	**Hurricane Sandy** NOV 07, 2012-NOV 30, 2012 3,045 tons $672,620	Debris collection including vegetation, C&D, HHW, and eWaste and disposal.
Weymouth, NJ Ron Carroll, Public Works Director 609-476-2102 wtdwp@verizon.net	**Hurricane Sandy** NOV 20, 2012-NOV 30, 2012 13 tons $1,407	Debris collection.

Client and Point of Contact	Event & Contract Details	Project Description
Bethany, CT Rod White, Fire Marshal 203-509-3883 firemarshal@bethany-ct.com	**Hurricane Sandy** NOV 9, 2012 - DEC 1, 2012 2,913 cubic yards $80,587	Removed vegetative debris from the ROW and reduced it at a DMS.
Branford, CT Art Baker, Director of Public Works 203-488-4156 abaker@branford-ct.gov	**Hurricane Sandy** NOV 9, 2012 - NOV 16, 2012 4,840 cubic yards $102,862	Collected vegetative debris from the right-of-way and transported to DMS.
State of Connecticut Judy Pahl, Public Assistance Deputy Director 860-256-0877 judy.pahl@ct.gov	**Hurricane Sandy** OCT 30, 2012 - DEC 3, 2012 Hourly work and other support $344,942	Provided emergency roadway clearance and support to state and CTDOT. Assisted state museum with debris clearance and hazardous tree removal.
Fairfield, CT Scott Bartlett, Director of Public Works 203-256-3176 sbartlett@town.fairfield.ct.us	**Hurricane Sandy** NOV 5, 2012 - DEC 14, 2012 16,815 cubic yards $488,781	Collected debris from the ROW including vegetative, C&D, eWaste, HHW and white goods. Managed DMS site.
Greenwich, CT James Michel, Chief Engineer 203-622-7813 james.michel@greenwichct.org	**Hurricane Sandy** NOV13, 2012 - DEC 4, 2012 6,871 cubic yards $145,959	Collected vegetative debris from the ROW and transported it to the DMS.
Milford, CT Bruce Kolwitz, Director of Public Works 203-783-3269 bkolwicz@ci.milford.ct.us	**Hurricane Sandy** DEC18, 2012 - DEC 19, 2012 $34,250	Reduction and haul out of vegetative material.
New London, CT Tim Hanser, Director of Public Works 860-447-5250 thanser@ci.new-london.ct.us	**Hurricane Sandy** NOV 9, 2012 - NOV 14, 2012 1,756 cubic yards $61,558	Debris collection and direct haul to final disposal site. Collected and transported sand.
Weston, CT Sergeant Ferullo 203-222-2672 mferullo@westonpolice.com	**Hurricane Sandy** NOV 6, 2012 - DEC 1, 2012 4,605 cubic yards $129,998	Collected vegetative debris on the ROW and hauled directly to the final disposal site.
Woodbridge, CT Warren Connors, Director of Public Works 203-389-3421 wconnors@ci.woodbridge.ct.us	**Hurricane Sandy** NOV 28, 2012 - DEC 3, 2012 2,278 cubic yards $120,114	Reduced vegetative debris at DMS and hauled out to FDS.
Fairfax County, VA Dennis Batts, Chief of Solid Waste 703-324-5057 dennis.batts@fairfaxcounty.gov	**Hurricane Sandy** NOV 2, 2012 - NOV 5, 2012 $29,325	Provided Emergency Road Clearance Operations and ROW debris removal.
City of Alexandria, VA Yon Lambert, Director of Public Works 703-706-3940 Yon.lambert@alexandriava.gov	**Hurricane Sandy** OCT 30, 2012 - NOV 2, 2012 $11,812	Provided Emergency Road Clearance Operations

Client and Point of Contact	Event & Contract Details	Project Description
City of Baltimore, MD Eric Dihle, City Arborist 410-396-6110 erik.dihle@baltimorecity.gov	**Hurricane Sandy** OCT 30, 2012 - NOV 2, 2012 $72,700	Provided Emergency Road Clearance Operations
New York, NY Robert Cleary Assistant Commissioner / ACCO, Citywide Purchasing 212-386-0228 rcleary@dcas.nyc.gov	**Hurricane Sandy** NOV 2012 - MAR 2013 $4,000,000	Provided equipment rental of vehicles, light towers, boilers, and generators. Removal of 74 sunken vessels including operation of the vessel aggregation area. Wrecker, inventory and storage services provided for 3,503 stray and abandoned vehicles.
Live Oak, FL Robert Farley, City Administrator 386-362-2276 farley@cityofliveoak.org	**Tropical Strom Debby** JUL 24 - SEP 07, 2012 4975 cubic yards $41,148.21	Collection and transport of construction and demolition material generated as a result of flooding of residential homes from storm from the ROW to the final disposal location.
Fairfax, VA Ken Rudnicki, Emergency Manager 703-385-4846 krudnick@fairfaxva.gov	**Severe rainstorm** JUL 1, 2012 - JUL 6, 2012 Debris removal $37,532	Following a severe rainstorm (derecho), collected and disposed of debris by the hour.
Fairfax County, VA Dennis Batts, Chief of Solid Waste 703-324-5057 Dennis.batts@fairfaxcounty.gov	**Severe rainstorm** JUL 27, 2012 - AUG 8, 2012 Debris removal $143,891	Following a severe rainstorm (derecho), collected and disposed of debris by the hour.
Margate, FL Sam May, Director of Public Works 954-972-6454 smay@margatefl.com	**Hurricane Wilma** MAR 2012 Debris removal from waterway $254,763	Waterway debris removal, transportation and disposal.
Woodbury, CT Gerald Stomski, First Selectman 201-263-2141 wdbysel@woodburyct.org	**Hurricane Irene** OCT 26, 2011 - OCT 31, 2011 $29,965	Debris removal from Pomperaug River, transport and disposal. NRCS project.
Berlin, CT Art Simonian, Director of Public Works 860-828-5143 asimonian@town.berlin.ct.us	**CT Severe Storm** DEC 11, 2011 - JAN 28, 2012 12,083 cubic yards $573,408	Hazardous tree removal and ROW debris collection.
Bristol, CT Sheree Gorneault 860-584-6102 shereegorneault@ci.bristol.ct.us	**CT Severe Storm** NOV 5, 2011 - DEC 16, 2011 70,379 cubic yards $2,877,610	Right of way vegetation collection, DMS management, debris reduction, haul out and disposal.
State of Connecticut Judy Pahl, Public Assistance Deputy Director 860-256-0877 judy.pahl@ct.gov	**CT Severe Storm** OCT 29, 2011 - MAR 2012 460,292 cubic yards $14,398,947	ROW collection of vegetative material and removal of hazardous trees for state agencies, including CT DOT and State Parks.
Danbury, CT Paul Estefan Director of C/P 203-948-3769 p.estefan@danbury-ct.gov	**CT Severe Storm** NOV 14, 2011 - DEC 17, 2011 102,659 cubic yards $3,538,302	Hazardous tree and hanger removal. Debris collection, DMS management, debris reduction, haul off and disposal.

Client and Point of Contact	Event & Contract Details	Project Description
East Granby, CT Jim Hayden, First Selectman 860-653-2576 jimh@egtownhall.com	**CT Severe Storm** DEC 5, 2011 - JAN 11, 2012 16,019 cubic yards $421,112	Debris collection and transportation. DMS management and debris reduction.
Ellington, CT Tim Webb, Director of Public Works 860-870-3140 twebb@ellington-ct.gov	**CT Severe Storm** NOV 22, 2011 - NOV 26, 2011 6,401 cubic yards $166,096	Vegetative debris collection, transportation and reduction.
Enfield, CT Dave Tuttle, Director of Public Works 860-763-7524 dtuttle@enfield.org	**CT Severe Storm** NOV 18, 2011 - DEC 17, 2011 189,079 cubic yards $5,151,237	Debris collection from right of way, DMS management and debris reduction.
Hartford, CT Jack Hale, Park Operations Manager 860-757-4979 Halej002@hartford.gov	**CT Severe Storm** NOV 3, 2011 - JAN 11, 2012 99,314 cubic yards $5,057,914	Debris collection, hazardous tree removal, DMS management, debris reduction, haul out and disposal.
Manchester, CT Ken Longo, Superintendent of Field Services 860-930-3963 klongo@manchesterct.gov	**CT Severe Storm** NOV 8, 2011 - DEC 21, 2011 167,984 cubic yards $4,718,661	Vegetative debris collection from ROW, site management debris reduction, haul off and disposal.
New Milford, CT Mike Zarba, Director of Public Works 860-355-6040 mzarba@newmilford.org	**CT Severe Storm** NOV 12, 2011 - DEC 8, 2011 32,930 cubic yards $875,576	Debris collection, DMS management, debris reduction, haul off and disposal.
Newington, CT Tom Molloy, Highway Superintendent 860-883-3367 tmolloy@newingtonct.gov	**CT Severe Storm** NOV 8, 2011 - NOV 22, 2011 41,834 cubic yards $1,256,907	Vegetative debris removal, debris reduction, haul off and disposal.
Plymouth, CT Tony Lorenzetti, Director of Public Works 860-585-4029 alorenzetti@plymouthct.us	**CT Severe Storm** NOV 22, 2011 - DEC 11, 2011 9,453 cubic yards $200,835	Vegetative debris collection from right of way.
South Windsor, CT Jeff Doolittle, Town Engineer 860-644 2511 Jeffrey.doolittle@southwindsor.org	**CT Severe Storm** NOV 11, 2011 - DEC 23, 2011 234,795 cubic yards $7,352,033	Vegetative debris collection, debris reduction via grinding, haul off and disposal.
Suffield, CT John Cloonan, Director of Public Works 860-668-3890 jcloonan@suffieldtownhall.com	**CT Severe Storm** NOV 16, 2011 - NOV 28, 2011 32,561 cubic yards $1,059,859	Vegetative debris collection, debris reduction and DMS management.
Vernon, CT Robert Kleinhans, Director of Public Works 860-870-3500 rkleinhans@vernon-ct.gov	**CT Severe Storm** NOV 9, 2011 - DEC 3, 2011 80,211 cubic yards $2,618,960	Debris collection, site management, debris reduction, haul off and disposal.

Client and Point of Contact	Event & Contract Details	Project Description
West Hartford, CT John Phillips, Director of Public Works 860-748-0280 johnp@westhartford.org	**CT Severe Storm** NOV 3, 2011 - DEC 8, 2011 338,489 cubic yards $10,564,936	Hazardous tree and hanger removal. Vegetative debris collection, Managed two DMS sites, reduced debris via grinding, hauled off debris and disposed of reduced material.
Windsor Locks, CT Scott Lappen, Director of Public Works 860-558-7476 slappen@wlocks.com	**CT Severe Storm** NOV 28, 2011 - MAR 13, 2012 58,129 cubic yards $1,152,524	Vegetative debris collection, DMS management, haul out and disposal.
Windsor Locks School District, CT Steve Mills, Director of Facilities 860-292-5711 smills@wlps.org	**CT Severe Storm** MAR 2, 2011 - MAR 8, 2012 467 cubic yards $34,922	Right-of-way debris collection and hazardous tree removal.
State of Massachusetts David B. Mahr, Capital Budget Director (508) 820-2017; david.mahr@state.ma.us	**MA Severe Storm & Snowstorm** OCT 29, 2011 - NOV 10, 2011 $948,171	Emergency roadway clearance of debris, in 32 Municipalities within the State.
Agawam, MA Chris Golba, Director of Public Works 413-786-0404 cgolba@agawam.ma.us	**MA Severe Storm & Snowstorm** NOV 18, 2011 - JAN 19, 2012 160,175 cubic yards $5,494,927	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.
Chicopee, MA Stan Kulig, Director of Public Works 413-575-9695 skulig@chicopeema.gov	**MA Severe Storm & Snowstorm** NOV 7, 2011 - DEC 6, 2011 160,832 cubic yards $5,283,912	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.
Holland, MA Jim Wettlaufer, Chairman of Selectmen 413-427-3417 selectmen@townofholland.nexcommail.com	**MA Severe Storm & Snowstorm** NOV 14, 2011 - DEC 14, 2011 15,147 cubic yards $1,110,286	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations
Holyoke, MA William Fuqua; General Superintendent 413-322-5645 fuquaw@ci.holyoke.ma.us	**MA Severe Storm & Snowstorm** NOV 8, 2011 - DEC 9, 2011 87,377 cubic yards $3,872,491	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations
Lancaster, MA Orlando Pacheco; Town Administrator 978-365-3326 opacheco@lancasterma.net	**MA Severe Storm & Snowstorm** DEC 1, 2011 - DEC 15, 2011 17,000 cubic yards $773,029	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.
Longmeadow, MA Chad Thompson; Director of Procurement 413-565-4136 cthompson@longmeadow.org	**MA Severe Storm & Snowstorm** NOV 2, 2011 - JAN 9, 2012 279,136 cubic yards $11,124,023	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.

Client and Point of Contact	Event & Contract Details	Project Description
Ludlow, MA Paul Dzubek; Director of Public Works 413-583-5625 pdzubek@ludlow.ma.us	**MA Severe Storm & Snowstorm** NOV 7, 2011 - DEC 12, 2011 85,130 cubic yards $3,239,752	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.
Lunenburg, MA Jack Rodriquez; Director of Public Works 508-331-5155 jrodriquenz@lunenburgonline.com	**MA Severe Storm & Snowstorm** DEC 2, 2011 - DEC 15, 2011 19,318 cubic yards $627,553	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.
Monson, MA John Morrell; Highway Supervisor 413-267-4135	**MA Severe Storm & Snowstorm** NOV 18, 2011 - DEC 9, 2011 34,393 cubic yards $2,704,413	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.
Northborough, MA Kimberly Hood; Asst. Town Administrator 508-393-5041 khood@town.northborough.ma.us	**MA Severe Storm & Snowstorm** NOV 30, 2011 - DEC 7, 2011 2,497 cubic yards $260,087	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.
Palmer, MA Charles Blanchard; Town Manager 413-283-2603 townmgr@townofpalmer.com	**MA Severe Storm & Snowstorm** NOV 14, 2011 - DEC 12, 2011 55,201 cubic yards $2,317,021	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.
Southwick, MA Karl Stinehart; Chief Administrative Officer 413-569-5995 kstinehart@southwickma.net	**MA Severe Storm & Snowstorm** NOV 16, 2011 - DEC 5, 2011 45,355 cubic yards $1,826,726	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.
Springfield, MA Chris Cignoli; City Engineer 413-750-2808 ccignoli@springfieldcityhall.com	**MA Severe Storm & Snowstorm** NOV 2, 2011 - MAR 15, 2012 522,664 cubic yards $25,671,027	Emergency Road Clearance, ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.
Sturbridge, MA Shaun Suhoski; Town Administrator 508-347-2500 ssuhoski@town.sturbridge.ma.us	**MA Severe Storm & Snowstorm** NOV 5, 2011 - NOV 21, 2011 18,629 cubic yards $1,405,221	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.
Wales, MA Jeff Vannais; Town Administrator 413-245-7571 select@townofwales.net	**MA Severe Storm & Snowstorm** NOV 28, 2011 - DEC 3, 2011 3,003 cubic yards $261,961	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.

Client and Point of Contact	Event & Contract Details	Project Description
Ware, MA Thom Martens; Director of Public Works 413-967-9620 tmartens@townofware.com	**MA Severe Storm & Snowstorm** NOV 21, 2011 - DEC 9, 2011 27,942 cubic yards $866,437	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.
Warren, MA Bob Souza; Selectman 774-200-1678	**MA Severe Storm & Snowstorm** DEC 5, 2011 - DEC 7, 2011 2,908 cubic yards $409,923	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.
West Springfield, MA Mike Pattavina; Waste Management Coordinator 413-263-3234 mpattavina@west-springfield.ma.us	**MA Severe Storm & Snowstorm** NOV 5, 2011 - DEC 8, 2011 123,752 cubic yards $4,930,034	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.
Wilbraham, MA Ed Miga; City Engineer 413-544-1075 emiga@wilbraham-ma.gov	**MA Severe Storm & Snowstorm** NOV 9, 2011 - DEC 9, 2011 108,993 cubic yards; $4,635,738	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.
Springfield, MA Pat Sullivan, Executive Director of Parks & Recreation 413-787-6444 psullivan@cityofspringfield.com	**MA Severe Storm & Snow Storm** JUL 3, 2012 - JUL 31, 2012 $784,236	ROW debris removal, management, and disposal for Parks Department. Hazardous tree removal and DMS operations. Debris existed long after the event occurred and AshBritt was brought in to do final cleanup and debris removal.
Springfield College, Springfield, MA John Mailhot; V.P. of Administration and Finance 413-748-3145 jmailhot@spfldcol.edu	**MA Severe Storm & Snowstorm** MAR 28, 2012 - MAY 7, 2012 7,822 cubic yards $942,605	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations. Debris existed long after the event occurred and AshBritt was brought in to do final cleanup and debris removal.
Brookfield, CT Ralph Tedesco, Director of Public Works 203-775-7318 rtedesco@brookfieldct.gov	**Hurricane Irene** OCT 26, 2011 1,273 cubic yards $45,655	Right of way collection and direct haul to final disposal site.
Fairfield, CT Scott Bartlett, Director of Public 203-256-3176 Workssbartlett@town.fairfield.ct.us	**Hurricane Irene** SEP 8, 2011 - SEP 9, 2011 771 cubic yards $16,399	Right-of-way debris collection and direct haul to FDS.
State of Connecticut Judy Pahl, Public Assistance Deputy Director 860-256-0877 judy.pahl@ct.gov	**Hurricane Irene** AUG 28, 2011 - SEP 22, 2011 2,603 cubic yards $377,848	Roadway clearance, hazardous tree removal, debris collection and disposal.
State of Massachusetts David Mahr, Capital Budget Director (508) 820-2017 david.mahr@state.ma.us	**Hurricane Irene** AUG 28, 2011 - SEP 5, 2011 Hourly work $701,608	Emergency Road Repairs and Debris Clearance from roadways throughout State.

Client and Point of Contact	Event & Contract Details	Project Description
Chesapeake, VA Jeffrey Paul Morse, Director of Public Works 757-382-6272 jmorse@cityofchesapeake.net	**Hurricane Irene** AUG 29, 2011 - SEP 30, 2011 47,475 cubic yards $305,895	Debris collection and hazardous tree and limb removal.
Emporia, VA Ken Ryals, Emergency Services Director 434-634-5788 k.ryals@ci.emporia.va.us	**Hurricane Irene** SEP 6, 2011 - SEP 21, 2011 15,316 cubic yards $111,037	Debris collection and disposal.
Chesapeake, VA David Thompson, Waste Management Administrator 757-382-3439 dthompson@cityofchesapeake.net	**Tornado** JUN 10, 2011 - JUN 24, 2011 8,396 cubic yards $53,272	Debris collection and disposal
Springfield, MA Al Chwalek, Public Works Director 413-787-6224; achwalek@springfieldcityhall.com	**EF3 Tornado** JUN 8, 2011 - SEP 2011 163,000 cubic yards $7,398,536	ROW debris collection, DMS management, debris reduction, haul off and disposal. Multiple NRCS projects. ROE program managed.
Monson, MA John Morrell; Highway Supervisor 413-267-4135	**EF3 Tornado** JUN 7, 2011 - July 28, 2011 112,308 cubic yards $4,854,020	ROW debris collection, DMS management, debris reduction, haul off and disposal. Multiple NRCS projects. ROE program managed.
Wilbraham, MA Ed Miga; City Engineer 413-544-1075 emiga@wilbraham-ma.gov	**EF3 Tornado** JUN 6, 2011 - JUL 18, 2011 98,573 cubic yards $3,865,029	ROW collection, DMS management, debris reduction, haul off and disposal. NRCS mission
Floyd County, GA Michael Skeen, Director of Public Works (706) 236-2476 skeenm@floydcountyga.org	**EF2 Tornado** MAY 5, 2011 - JUN 6, 2011 22,555 cubic yards $255,232	Debris collection, site management, haul off and disposal.
VDOT Bristol District John Watson, Operations Manager 276-971-3576 jr.watson@vdot.virginia.gov	**Tornado** MAY 9, 2011 - JUN 22, 2011 80,160 cubic yards $135,591	Collected and disposed of debris from a tornado outbreak in Washington County.
Fayetteville, NC Benny Nichols, Fire Chief (910) 433-1726 bnichols@co.fay.nc.us	**EF3 Tornado** APR 16, 2011 - AUG 18, 2011 142,230 cubic yards $2,500,000	City clean-up following a devastating tornado. Established a local DMS, utilizing staff, subcontractors, and local personnel
VDOT Bristol District Walter Lawson, Purchasing Director 276-645-1672 Walter.lawson@vdot.virginia.gov	**Ice Storm** FEB 14, 2011 - APR 28, 2011 20,692 cubic yards $135,591	Collected and disposed of debris from ice storm in Dickinson County
Alexandria, VA Mark Penn, Emergency Management Coordinator 703-706-3940 Mark.penn@alexandria.gov	**Straight-line Windstorms** AUG 6, 2010 - SEP 13, 2010 Hourly work $447,572	Debris clearing, collection and disposal.

Client and Point of Contact	Event & Contract Details	Project Description
Hidalgo County, TX Rolando Benavides, Deputy Emergency Management Coordinator 956-318-2615 Rolando.benavides@co.hidalgo.tx.us	**2010 Flooding of the Rio Grande** River JUL 1, 2010 - JUL 9, 2010 $614,400	Relocation of flood waters from multiple low-lying communities throughout the County. Utilization of Super Vac Trucks and Pumps.
Bay County, FL (FL DEP) David Phillips 850-245-8952 dave.m.phillips@dep.state.fl.us	**BP Oil Spill** JUN 10 2010 - JUN 30, 2010 $10,081,385	Staging, deployment, maintenance, repair and removal of approximately 95,000 linear feet of oil deflection boom.
Gulf County, FL (FL DEP) David Phillips 850-245-8952 dave.m.phillips@dep.state.fl.us	**BP Oil Spill** JUN 10, 2010 - JUN 30, 2010 $1,261,392	Staging, deployment, maintenance, repair and removal of approximately 11,000 linear feet of oil deflection boom.
Montgomery County, MD Craig Lease, Area Engineer (240) 773-3412; craig.lease@montgomerycountymd.gov	**Snow and Ice Storm** FEB 11, 2010 - FEB 19, 2010 $2,645,617	Provided snow clearing and removal using loaders and dump trucks. We used a total of 252 pieces of equipment and worked about 1,777 man-hours for a total of approximately 11,579 equipment/truck hours. Able to respond with 13 mgmt personnel over the course of 8 days, with all equipment onsite within 3 days.
Baltimore, MD Scott Brillman, Office of Emergency Management (410) 396-9273; scott.brillman@baltimorecity.gov	**Snow and Ice Storm** FEB 9, 2010 - FEB 18, 2010 $1,031,314	Provided snow clearing and removal using loaders and dump trucks. We used a total of 56 pieces of equipment and worked about 685 man-hours for a total of approximately 5,659 equipment/truck hours. We were able to respond with three management personnel within one day, having all equipment onsite within two days.
Rockville, MD Craig Simoneau, Director of Public Works (240) 314-8500; csimoneau@rockvillemd.gov	**Snow and Ice Storm** FEB 9, 2010 - FEB 17, 2010 $354,984	Provided snow clearing and removal, as well as salt delivery hauling, using loaders and dump trucks. Used a total of 40 pieces of equipment and worked about 259 man-hours for a total of approximately 1,500 equipment/truck hours. We were able to respond with four management personnel within one day, having all equipment onsite over the course of 1-2½ days.
Baltimore County, MD Jim Lathe, Deputy Director Bureau of Highways (410) 491-8965;	**Snow and Ice Storm** FEB 11, 2010 - FEB 15, 2010 $416,441	Provided snow clearing and removal using loaders and dump trucks. Used a total of 10 pieces of equipment and worked about 40 man-hours for a total of approximately 1890 equipment /truck hours. We were able to respond with two management personnel within one day, having all equipment onsite within two days.
Carroll County, MD Christopher Letnaunchyn, Manager Department of Public Works (410) 386-2416; cletnaunchyn@ccg.carr.org	**Mid-Atlantic snowstorm** FEB 11, 2010 - FEB 13, 2010 $35,996	Provided snow clearing and removal using loaders and dump trucks. We used a total of 10 pieces of equipment and worked about 40 man-hours for a total of approximately 156 equipment /truck hours. We were able to respond with management personnel within one day, having all equipment onsite within two days.
Alexandria, VA Mark Penn, Emergency Management Coordinator 703-706-3940 Mark.penn@alexandriava.gov	**Mid-Atlantic snowstorm** FEB 6, 2010 - FEB 16, 2010 Hourly equipment and personnel $1,271,276	Provided snow clearing and removal using loaders and dump trucks. Used a total of 66 pieces of equipment and worked about 866 man-hours. We were able to respond with management personnel within one day, having all equipment onsite within two days.

Client and Point of Contact	Event & Contract Details	Project Description
Orange County, TX Jeff Kelly, EM Coordinator (409) 882-7895 jkelley@co.orange.tx.us	**Hurricane Ike** SEP 14, 2008 - FEB 10, 2009 620,000 cubic yards $16,400,000	AshBritt collected, processed and disposed of approximately 620,000 cy of disaster debris, utilizing multiple local subcontractors. Debris collected within the county was temporarily stored and processed at multiple AshBritt established local TDSR sites, which also processed debris brought in by outside contractors. Provided restoration services to 17 government buildings.
Hardin County, TX Ken Pelt, County Commissioner (409) 287-3300 peltfarm@outdrs.net	**Hurricane Ike** SEP 16, 2008 - NOV 8, 2008 337,000 cubic yards $4,500,000	AshBritt supplied emergency power generation immediately following the hurricane. Provided emergency debris clearance. Provided eligible debris collection, removal, temporary storage, management, reduction by grinding and burning and lawful disposal. Overall, we collected approximately 6,400 loads of debris utilizing over 130 hauling vehicles.
Galveston, TX Charlie Kelly, EMC (409) 765-3725; kellycha@cityofgalveston.org	**Hurricane Ike** OCT 1, 2008 - OCT 26, 2008 330,000 cubic yards $12,136,631	AshBritt supplied eligible debris collection, removal, temporary storage, management, reduction and lawful disposal. Work consisted of handling over 11,000 White Goods, of which 4,300 required Freon Extraction and 4,800 required decontamination owing to putrescent food and other substances. Also collected and processed over 2,200 E-waste units and over 195,000 pounds of household hazardous waste. Extra diligence had to be performed during recovery operations owing to the high number of historic structures severely damaged in the City. Overall, we collected approximately 7,500 loads of debris utilizing140 hauling vehicles.
Pasadena, TX Robin Greene, Director of Public Works (713) 475-7835 rgreen@ci.pasadena.tx.us	**Hurricane Ike** SEP 15, 2008 - OCT 26, 2008 428,000 cubic yards $4,500,000	AshBritt collected, processed and disposed of approximately 428,000 cy of disaster debris, utilizing multiple local subcontractors for Pasadena, TX. Debris collected within the City was temporarily stored and processed at multiple AshBritt established local DMS sites.
Sour Lake, TX Larry Saurage, City Manager (409) 287-3573 lsaurage@cmaaccess.com	**Hurricane Ike** SEP 17, 2008 - OCT 19, 2008 27,200 cubic yards $290,000	Provided emergency debris clearance. Provided eligible debris collection, removal, temporary storage, management, reduction by grinding and burning and lawful disposal. Overall, we collected approximately 450 loads of debris utilizing 22 hauling vehicles.
Kountze, TX Kimberly Haines, CS (409) 246-3463	**Hurricane Ike** SEP 16, 2008 - OCT 16, 2008 10,100 cubic yards $137,000	Provided emergency debris clearance. Provided eligible debris collection, removal, temporary storage, management, reduction by grinding and burning and lawful disposal. Overall, we collected approximately 215 loads of debris utilizing 10 hauling vehicles.
Brazoria, TX Teresa Borders, City Manager (409) 656-8591 citymanager@cityofbrazoria.org	**Hurricane Ike** SEP 16, 2008 - OCT 15, 2008 15,500 cubic yards $245,000	Provided eligible debris collection, removal, temporary storage, management, reduction by grinding and lawful disposal. Overall, we collected approximately 300 loads of debris utilizing 15 hauling vehicles.

Client and Point of Contact	Event & Contract Details	Project Description
Lumberton, TX Steve Clark – City Manager (409) 755-3700; steve@cityoflumberton.com	**Hurricane Ike** SEP 14, 2008 - OCT15, 2008 65,100 cubic yards $725,000	AshBritt supplied emergency power generation. Provided emergency debris clearance. Provided eligible debris collection, removal, temporary storage, management, reduction by grinding and burning and lawful disposal. Overall, we collected approximately 1,610 loads of debris utilizing 35 hauling vehicles.
Jersey Village, TX Michael Brown, Public Works Director (713) 466-2107 mbrown@ce.jersey-village.tx.us	**Hurricane Ike** SEP 16, 2008 - OCT 1, 2008 88,000 cubic yards $500,000	AshBritt collected, processed and disposed of approximately 38,000 cy of disaster debris, utilizing multiple local subcontractors for Jersey Village, TX. Debris collected within the Village was temporarily stored and processed at an AshBritt established local DMS site.
Beaumont, TX Sgt. Tim Ocnsachek, EC 409-466-5117 tocnaschek@ci.beaumont.tx.us	**Hurricane Ike** SEP 12, 2008 - OCT 1, 2008 $260,000	Supplied 7 emergency power generators immediately following hurricane.
Victoria, TX David Martyn, City Commissioner 361-575-0651 dmartyn@victoriatx.org	**Hurricane Ike** SEP 10, 2008 - SEP 24, 2008 $235,000	Supplied 5 emergency power generators and 200 cots directly following hurricane.
Wharton County, TX Andy Kirkland, EC 979-532-2541 andy.kirkland@co.wharton.tx.us	**Hurricane Ike** SEP 10, 2008 - SEP 24, 2008 $25,000	Supplied emergency power generation immediately following hurricane.
Bridge City, TX Jerry Jones, EC 409-626-1723; jjones@bridgecitytex.com	**Hurricane Ike** SEP 14, 2008 - SEP 30, 2008 $573,000	Supplied emergency power generation, fuel and pumping services, as well as mobile sleeper units, showers, a mobile command center and an aviation trailer immediately following hurricane.
Vidor, TX Ray Mosely, EC 979-798-9135l rmoseley@vidorisd.org	**Hurricane Ike** SEP 14, 2008 - OCT 5, 2008 $171,000	Supplied emergency power generation and mobile shower units immediately following hurricane.
Rose Hill Acres, TX Nannette Knight, Mayor 409-755-7160; mystormyknight@yahoo.com	**Hurricane Ike** SEP 16, 2008 - SEP 16, 2008 7,900 cubic yards $131,000	Provided emergency debris clearance. Provided eligible debris collection, removal, temporary storage, management, reduction by grinding and burning and lawful disposal. Overall, we collected approx. 157 loads of debris utilizing 9 hauling vehicles.
Nome, TX David Studdert, EC 409-656-0946 davidstuddert@hotmail.com	**Hurricane Ike** SEP 14, 2008 - SEP 28, 2008 $48,000	Supplied emergency power generation immediately following landfall of hurricane Ike.
Hidalgo County, TX Raul Lozano, Administrative Director (956) 975-8044 raul.lozano@hidalgocountyjudge.com	**Hurricane Dolly** JUL 25, 2008 - NOV 24, 2008 645,000 cubic yards $11,600,000	AshBritt collected, processed and disposed of approximately 650,000 cy of disaster debris, utilizing multiple local subcontractors for Hidalgo County, TX due to Hurricane Dolly. Debris collected within the county was temporarily stored and processed at multiple AshBritt established local DMS sites, which also processed debris brought in by outside contractors. Relocated approximately 350 million gallons of flood water utilizing vac trucks and hydraulic pumps.

Client and Point of Contact	Event & Contract Details	Project Description
Plantation, FL Frank DeCelles, Public Works Director 954-452-2536 FDeCelles@plantation.org	**Hurricane Wilma** Hazardous Tree Removal JUN 2006 - SEP 2006 $1,209,000	Cut and toss, removal and disposal, and mechanical dredging of hazardous trees and other debris in designated areas in and adjacent to canals, and other items as specified. Repair and restoration of affected areas.
Boca Raton, FL Judy Ahern, Operations Manager (561) 416-3384 jahern@ci.boca-raton.fl.us	**Hurricane Wilma** OCT 29, 2005 - FEB 12, 2006 642,274 cubic yards; $16,900,000	AshBritt collected and processed over 640,000 cy of disaster debris, while disposing of over 215,816 cy of reduced vegetative waste and C&D. AshBritt managed 1 DMS site. Debris was reduced by grinding. Over 18,250 loads were managed for both debris collection and disposal, utilizing 172 collection trucks and 128 disposal trucks. Debris was disposed of at 2 final disposal sites.
Broward County Rahm Tewari (954) 577-2394 RTEWARI@broward.org	**Hurricane Wilma** OCT 28, 2005 - FEB 25, 2006 204,105 cubic yards collected $28,005,753	AshBritt collected/hauled a combined 228,000 cy of debris for Broward County, Broward Facilities, and Broward Highways and Bridges, using 187 trucks. We also managed 2 County TDSR sites, each of which accepted debris from municipalities within the County, including debris collected from other contractors. AshBritt was responsible for processing, reducing and disposing a total of 2,393,299 cy of debris, utilizing over 450 trucks.
Broward County Facilities Department Sherrie Dunleavy 954-357-5612 sdunleavey@broward.org	**Hurricane Wilma** NOV 2005 - FEB 2006 6,594 cubic yards collected $589,007	Removed vegetative debris from Broward County facilities and transported to Broward County based DMS.
Broward County Highways and Bridges Department, Director 954-974-4100 lelliott@broward.org	**Hurricane Wilma** OCT 2005 - NOV 2005 26,704 cubic yards collected $481,148	Collected debris from the right of way and transported to Broward County DMS.
Collier County, FL Daniel Rodriguez, SWM Department (239) 732-2508; danrodriguez@colliergov.net	**Hurricane Wilma** OCT 23, 2005 - FEB 16, 2006 1,278,000 cubic yards; $24,300,000	AshBritt collected and processed 1,278,000 cy of disaster debris from the right of way in Collier County, Marco island and The City of Naples while disposing of 344,000 cy of reduced vegetative waste and C&D. AshBritt managed 6 DMS sites. Debris was reduced by grinding and compaction. Overall, more than 34,000 loads were managed for both debris collection and disposal, utilizing 614 collection trucks and 216 disposal trucks. Debris was disposed of at 11 final disposal sites, many of which were for beneficial use application of reduced vegetative debris (agricultural and power cogeneration). AshBritt also supplied emergency power, emergency containment for petroleum releases, and vacuum truck service to the County.
Cooper City, FL Carl Miller, Director of Public Works 954-434-2300 cmiller@coopercityfl.org	**Hurricane Wilma** OCT 2005 - FEB 2006 217,464 cubic yards collected $3,659,105	Collected debris from the right of way and transported to Broward County DMS. Removed hazardous leaners and hangers.

Client and Point of Contact	Event & Contract Details	Project Description
Coral Gables, FL Dan Keys, Director Public Services (305) 460-5130 dkeys@coralgables.com	**Hurricane Wilma** OCT 29, 2005 - JAN 29, 2006 213,948 cubic yards $6,057,000	AshBritt collected and processed 213,948 cy of disaster debris, while disposing of over 56,400 cy of reduced vegetative waste and C&D. AshBritt managed 2 DMS sites. Debris was reduced by grinding. 4,950 loads were managed for both debris collection and disposal, utilizing 55 collection trucks and 51 disposal trucks. Debris was disposed of at 2 final disposal sites.
Dania Beach Leo Williams, Public Works Director 954-651-5031	**Hurricane Wilma** OCT 2005 - FEB 2006 98,144 cubic yards $1,488,572	Collected debris from the right of way and transported to Broward County DMS.
Davie, FL Bruce Bernard, Public Works Director 954-797-1245 Bruce_bernard@davie-fl.gov	**Hurricane Wilma** OCT 23, 2005 - FEB 18, 2006 593,789 cy $8,436,000	AshBritt collected 593,789 cy of disaster debris, utilizing 180 trucks. Overall, 16,617 loads were managed for debris collection. Debris was stored and processed at AshBritt's Broward County DMS site.
Gulfstream, FL Bill Thrasher, Administrator 561-276-5116 bthrasher@gulf-stream.org	**Hurricane Wilma** OCT 2005 - DEC 2005 10,670 cubic yards $180,459	Collected debris from the right of way.
Homestead, FL Julio Brea, Public Works Director 305- 224-4772 jbrea@cityofhomestead.com	**Hurricane Wilma** OCT 2005 - DEC 2005 78,836 cubic yards $1,788,697	Collected debris from the ROW, managed a DMS and reduced debris.
Miami Beach, FL Fred Beckman, Director of Public Works (305) 673-7080 fbeckmann@miamibeachfl.gov	**Hurricane Wilma** OCT 2005 - FEB 2006 135,825 cubic yards $5,242,664	ROW debris collection including vegetative and C&D material. Operated a DMS, hauled out reduced material and disposed of it.
Miami Beach, FL Fred Beckman, Director of Public Works (305) 673-7080 fbeckmann@miamibeachfl.gov	**Hurricane Wilma** 2005 $331,271	Waterway debris removal including vegetation, C & D and vessels following Hurricane Wilma via mechanical dredging.
Miramar, FL Ralph Trapani, Solid Waste Manager 954-883-6832 rtrapani@ci.miramar.fl.us	**Hurricane Wilma** NOV 2005 9,866 cubic yards $125,800	Collected debris from the right of way.
Oakland Park, FL Dave Womax, Public Works Director 954-561-3280 davew@oaklandparkfl.org	**Hurricane Wilma** OCT 2005 - FEB 2006 151,906 cubic yards $4,026,352	Right of way debris collection, debris reduction, haul out and disposal.
Oakland Park, FL Dave Womax, Public Works Director 954-561-3280 davew@oaklandparkfl.org	**Hurricane Wilma** 2005 $115,000	Waterway debris removal from two waterways following Hurricane Wilma.
Parkland, FL Jim Berkman (954) 757-4121; jberkman@cityofparkland.org	**Hurricane Wilma** OCT 29, 2005 - MAR 2, 2006 244,911 cubic yards $6,000,000	AshBritt collected and processed 244,911 cy of disaster debris, while disposing of over 62,000 cy of reduced vegetative waste and C&D. AshBritt managed one DMS site. Debris was reduced by grinding. Over 7,240 loads were managed for both debris collection and disposal, utilizing 88 collection trucks and 68 disposal trucks. Debris was disposed of at two final disposal sites.

Client and Point of Contact	Event & Contract Details	Project Description
Plantation, FL Frank DeCelles, Director of Public Works (954) 452-2536 fdecelles@plantation.org	**Hurricane Wilma** OCT 28, 2005 - FEB, 2006 366,551 cubic yards $7,274,000	AshBritt collected, processed and disposed of 366,551 cy of disaster debris, utilizing 160 collection trucks for the City of Plantation. 12,681 loads of debris were collected and hauled. Debris collected within the City was temporarily stored and processed at AshBritt's Broward County DMS site.
Port St. Lucie, FL Larry Nadeau (772) 871-5104 LNadeau@cityofpsl.com	**Hurricane Wilma** OCT 31, 2005 - DEC 20, 2005 104,633 cubic yards collected $2,501,663	Collected debris from the right of way and transported to a DMS. Due to citrus canker being present in the area, vehicles were sprayed upon arrival to the DMS.
St. Lucie County, FL **John Frank, Engineering** 772-462-2097 FrankJ@stlucieco.gov	**Hurricane Wilma** OCT 31, 2005 - JAN 11, 2006 100,481 cubic yards collected $2,684,092	Collected debris from the right of way and transported to a DMS. Due to citrus canker being present in the area, vehicles were sprayed upon arrival to the DMS.
Sunrise, FL Richard Salamon (954) 801-1313 rsalamon@cityofsunrise.org	**Hurricane Wilma** OCT 29, 2005 - APR 20, 2006 199,548 cubic yards; $2,900,000	AshBritt collected and processed 199,548 cy of disaster debris, utilizing 163 trucks. Overall, 5,609 loads were managed for both debris collection and disposal. Debris was disposed of at 3 final disposal sites.
Weston, FL Brad Kaine, Public Works Director 954-4107269l bkaine@westonfl.org	**Hurricane Wilma** NOV 2, 2005 - MAR 2, 2006 244,396 cubic yards $3,500,000	AshBritt collected, processed and disposed of approximately 244,396 cy of disaster debris, utilizing 166 collection trucks for the City of Weston. Debris collected within the City was temporarily stored and processed at AshBritt's Broward County DMS site.
Weston, FL Brad Kaine, Public Works Director 954-4107269l bkaine@westonfl.org	Hurricane Wilma 2006 $100,000	Waterway debris removal from waterways after Hurricane Wilma.

Client and Point of Contact	Event & Contract Details	Project Description
US Army Corps of Engineers Joan Arnold, Contracting Officer (337) 281-5092; missy.k.arnold@mvk02.usace.army.mil Claudette McDonald, Contracting Officer (504) 681-2312; claudette.m.mcdonald@usace.army.mil	**Hurricane Katrina** SEP 1, 2005 - AUG 28, 2006 21,000,000 cubic yards $650,000,000	AshBritt was the Initial Response contractor for both Louisiana (LA) and Mississippi (MS). Within the first 30 days following contract activation, AshBritt initiated debris removal operations in 11 LA jurisdictions assigned by task order from the USACE and was tasked to service 16 separate jurisdictions in MS, covering over 8,400 square miles and over 175 miles inland. AshBritt identified and designated collection zones in each jurisdiction. We sourced, retained and assigned subcontractors for all collection zones. Of vital importance to the mission, AshBritt provided emergency quarters and hygiene facilities for more than 300 government personnel, as well as established a commissary that served more than 10,000 meals. In LA, we provided over 50,000 gallons of emergency diesel fuel for initial operations, avoiding any equipment downtime. We also developed and staffed 26 TDSR sites throughout the affected areas and had collected and hauled over 1,000,000 cy of debris in less than 5 weeks. Additionally, we removed 19 tons of putrefied food from commercial cold storage facilities in Orleans Parish. In MS, we collected, hauled and processed approximately 21 million cubic yards of vegetative debris and wreckage, staffing, managing and operating 52 temporary debris processing sites. Specifically, we hauled over 700,000 loads of debris, using approximately 12,400 certified operational vehicles. We employed and managed over 1,230 subcontractors, and over 500 local personnel.
Broward County, FL Peter Foye, Waste and Recycling Division (954) 765-4202 pfoye@broward.org	**Hurricane Katrina** AUG 30, 2005 - SEP 21, 2005 24,020 cubic yards $3,083,848	Collected debris from the right of way in unincorporated Broward County. Operated central DMS for Broward County.
Cooper City, FL Carl Miller, Director Public Works 954-434-2300 cmiller@coopercityfl.org	**Hurricane Katrina** AUG 29, 2005 - OCT 10, 2005 13,315 cubic yards $286,204	Collected debris on the ROW and transported to Broward County DMS for processing and disposal.
Coral Gables, FL Dan Keys (305) 460-5130 dkeys@coralgables.com	**Hurricane Katrina** AUG 26, 2005 - OCT 7, 2005 152,680 cubic yards $4,450,000	AshBritt collected and processed 152,680 cy of disaster debris, while disposing of over 55,000 cy of reduced vegetative waste and C&D. AshBritt managed 1 TDSR site. Debris was reduced by grinding. Overall, over 4,002 loads were managed for both debris collection and disposal, utilizing 51 collection trucks and 29 disposal trucks. Debris was disposed of at 2 final disposal sites.
Dania Beach, FL Leo Williams, Public Works Director 954-651-5031 lwilliams@ci.dania-beach.fl.us	**Hurricane Katrina** AUG 29, 2005 - OCT 3, 2005 25,235 cubic yards $385,460	Collected debris from the right of way and transported to Broward County DMS for reduction and disposal.

Client and Point of Contact	Event & Contract Details	Project Description
Davie, FL Bruce Bernard, Public Works Director 954-797-1245 Bruce_bernard@davie-fl.gov	**Hurricane Katrina** SEP 1, 2005 - SEP 15, 2005 43,280 cubic yards $549,321	Collected debris from the right of way and transported to Broward County DMS for reduction and disposal.
Homestead, FL Julio Brea, Public Works Director 305- 224-4772 jbrea@cityofhomestead.com	**Hurricane Katrina** SEP 6, 2005 - SEP 16, 2005 12,834 cubic yards $273,766	Collected debris from the right of way and transported to DMS. Operated DMS to reduce and haul off the material.
Miami Beach Fred Beckman, Director of Public Works. (305) 673-7080 fbeckmann@miamibeachfl.gov	**Hurricane Katrina** AUG 28, 2005 - SEP 20, 2005 42,392 cubic yards $1,274,258	Collected debris from the ROW and transported to DMS. Reduced debris at DMS and hauled off resulting material for disposal.
Miami Lakes Alex Rey, Town Manager 305-364-6100	**Hurricane Katrina** AUG 30, 2005 - SEP 3, 2005 9,097 cubic yards $105,006	Collected debris from the right of way and transported directly to the final disposal site.
Oakland Park, FL Dave Womax, Public Works Director 954-561-3280 davew@oaklandparkfl.org	**Hurricane Katrina** AUG 29, 2005 - SEP 10, 2005 9,859 cubic yards $139,386	Collected debris from the right of way and transported to DMS where material was reduced and disposed of.
Plantation, FL Frank DeCelles, Director of Public Works (954) 452-2536; fdecelles@plantation.org	**Hurricane Katrina** AUG 29, 2005 - SEP 21, 2005 59,084 cubic yards $843,676	Collected debris from the right of way and transported to Broward County DMS where material was reduced and disposed of.
Weston, FL Brad Kaine, Director of Public Works 954-4107269l bkaine@westonfl.org	**Hurricane Katrina** AUG 30, 2005 - SEP 23, 2005 1,980 cubic yards $12,602	Collected debris from the right of way and transported to debris management site.
Escambia County, FL Bob McLaughlin (850) 595-4946; bob_mclaughlin@co.escambia.fl.us	**Hurricane Dennis** JUL 13, 2005 - OCT 19, 2005 699,936 cubic yards $10,400,000	AshBritt collected and processed 699,936 cy of disaster debris, while disposing of over 299,000 cy of reduced vegetative waste and C&D. AshBritt managed 3 TDSR sites. Debris was reduced by grinding and burning. Overall, 20,665 loads were managed for both debris collection and disposal, utilizing 161 collection trucks and 73 disposal trucks. Debris was disposed of at 9 final disposal sites. A significant portion of reduced vegetative debris was diverted for beneficial use.
Jefferson Parrish Dino Bonano 736-6615 DBonano@JeffParish.net	**Hurricane Cindy** JUL 5, 2005 – JUL 31, 2005 73,225 cubic yards $694,555	Initially provided hourly debris clearance services following landfall of Hurricane Cindy. Shifted to DMS management and debris reduction shortly thereafter.
Escambia County, FL George Touart, County Administrator 850-595-4947 George_Touart@co.escambia.fl.us	**Hurricane Ivan** AUG 2005 $3,500,000	Hazardous Tree Removal/Waterway Clearing. Hazardous tree mitigation removal, loading, burning and disposal. Vegetative debris removal via mechanical, hydraulic dredging. Repair and restoration of effected areas.

Client and Point of Contact	Event & Contract Details	Project Description
Escambia County, FL George Touart, County Administrator 850-595-4947 George_Touart@co.escambia.fl.us	**Hurricane Ivan** 2005 $220,612	Hazardous Tree Removal/Waterway Clearing. Cleared vegetative debris generated from Hurricane Ivan from Three Old Fannie Road Bridge, Pine Barren Creek, and Thompson Bayou via mechanical, hydraulic dredging.
Escambia County, FL George Touart, County Administrator (850) 595-4947 George_Touart@co.escambia.fl.us	**Hurricane Ivan** SEP 22, 2004 - MAY 31, 2005 2,356,984 cubic yards $44,000,000	AshBritt collected and processed 2,356,984 cy of disaster debris, while disposing of over 1,053,000 cy of reduced vegetative waste and C&D. AshBritt managed 4 TDSR sites and 3 citizen drop-off sites. Debris was reduced by grinding, compaction and burning. Overall, 95,631 loads were managed for both debris collection and disposal, utilizing over 700 collection trucks and 350 disposal trucks. Debris was disposed of at 16 final disposal sites. A significant portion of reduced vegetative debris was diverted for beneficial use.
Charlotte County, FL Alan Holbach, Maintenance Operations (941) -575-3624 alan.holbach@charlottefl.com	**Hurricane Charley** AUG 15, 2004 – JUN 25, 2005 1,865,459 cubic yards $57,000,000	AshBritt collected and processed 1,865,459 cy of disaster debris, while disposing of over 300,000 cy of reduced vegetative waste and C&D. AshBritt managed 4 TDSR sites. Debris was reduced by grinding, compaction and burning. Overall, 77,623 loads were managed for both debris collection and disposal, utilizing over 600 collection trucks and 200 disposal trucks. Debris was disposed of at 3 final disposal sites. Portions of reduced vegetative debris were diverted for beneficial agricultural use and fuel source. Additionally, AshBritt provided emergency dry-in services and roof tarping support for several County properties.
Orange County, FL Mark Massaro (407) 836-7900 mark.massaro@ocfl.net	**Hurricane Charley** AUG 16, 2004 - MAR 31, 2005 1,004,512 cubic yards $25,300,000	AshBritt collected and processed 1,004,512 cy of disaster debris, while disposing of approximately 135,400 cy of reduced vegetative waste and C&D. AshBritt managed 7 TDSR sites. Debris was reduced by grinding and compaction. Overall, 41,683 loads were managed for both debris collection and disposal, utilizing over 500 collection trucks and 200 disposal trucks. Debris was disposed of at 5 final disposal sites. Portions of reduced vegetative debris were diverted for beneficial agricultural use and fuel source. In addition, AshBritt conducted emergency pumping operations and Vac truck catch basin and sewer clearing.
Orlando, FL Mike Carroll (407) 246-2314 mike.carroll@ci.orlando.fl.us	**Hurricane Charley** AUG 16, 2004 - FEB 26, 2005 404,215 cubic yards $8,800,000	AshBritt collected and processed 404,215 cy of disaster debris, while disposing of approximately 112,000 cy of reduced vegetative waste and C&D. AshBritt managed 3 TDSR sites. Debris was reduced by grinding, compaction and burning. Overall, 16,764 loads were managed for both debris collection and disposal, utilizing over 350 collection trucks and 150 disposal trucks. Debris was disposed of at 3 final disposal sites. Portions of reduced vegetative debris were diverted for beneficial agricultural use and fuel source.

Client and Point of Contact	Event & Contract Details	Project Description
Port St. Lucie, FL Larry Nadeau (772) 871-5100 lnadeau@cityofpsl.com	**Hurricane Frances** SEP 6, 2004 - APR 20, 2005 533,407 cubic yards $14,400,000	AshBritt collected and processed 533,407 cy of disaster debris, while disposing of over 150,000 cy of reduced vegetative waste and C&D. AshBritt managed 3 TDSR sites. Debris was reduced by grinding, compaction and burning. Overall, 18,100 loads were managed for both debris collection and disposal, utilizing over 200 collection trucks and 150 disposal trucks. Debris was disposed of at 5 final disposal sites. Portions of reduced vegetative debris were diverted for beneficial agricultural use and fuel source.
St. Lucie County, FL Don West (772) 462-2728/1707 buchananl@stlucieco.org	**Hurricane Frances** SEP 6, 2004 - JAN 16, 2005 307,987 cubic yards $8,800,000	AshBritt collected 307,987 cy of disaster debris, utilizing 200 trucks. Overall, 9,239 loads were collected and hauled to 4 final destination sites.
Fort Pierce, FL Bob Hood (772) 460-2200 bhood@city-ftpierce.com	**Hurricane Frances** SEP 18, 2004 JAN 5, 2005 253,668 cubic yards $6,300,000	AshBritt collected and processed 253,668 cy of disaster debris, while disposing of approximately 219,609 cy of reduced vegetative waste and C&D. AshBritt managed 3 TDSR sites. Debris was reduced by grinding and compaction. Overall, 9,027 loads were managed for both debris collection and disposal, utilizing 191 collection trucks and 120 disposal trucks. Debris was disposed of at 3 final disposal sites.
Brevard County, FL Euri Rodriguez, (321) 633-2042; euripides.rodriguez@brevardcounty.us	**Hurricane Frances** SEP 22, 2004 - NOV 30, 2004 377,560 cubic yards $8,250,000	AshBritt collected 377,560 cy of disaster debris, utilizing 215 trucks. Overall, 12,687 loads were collected and hauled to 6 final destination sites.
Boca Raton, FL Judy Ahern, Operations Manager (561) 416-3384 jahern@ci.boca-raton.fl.us	**Hurricane Frances** SEP 7, 2004 - NOV 11, 2004 151,339 cubic yards $4,200,000	AshBritt collected 151,338 cy of disaster debris, utilizing 71 trucks. 1,239 loads were collected and hauled to 2 TDSR sites. Over 5,150 cy of debris was disposed of using 26 trucks.
San Diego County, CA Tamara Ford, Purchasing (858) 694-2646	**Fire Safety and Fuels** Reduction/Hazard Mitigation 45 day project in 2005 $2,500,000	Removal, processing and lawful disposal of approximately 110,000 dead, dying and/or infested trees (Bark Beetle) over a 1,500 acre area. Work conducted using experienced manpower and heavy equipment and cranes via felling, climbing, chipping, and hauling to an approved final disposal sites.
Hampton, VA Ted Henifen, Public Works Director 757-727-6346 thenifin@hrsd.com	**Imminent Danger Tree Program** SEP 2003 - MAR 2004 $1,500,000	Project Description: Mitigation, removal and disposal of hazardous hanging limbs, leaning trees, tree felling, stump excavation, tree and root grubbing, and site restoration.

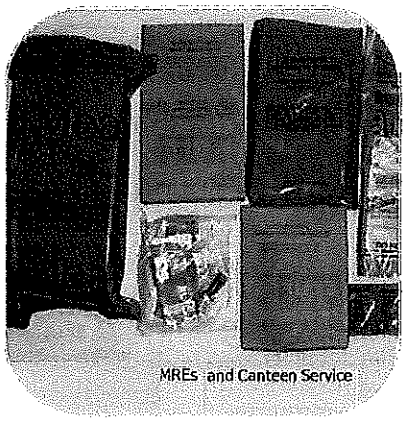
Client and Point of Contact	Event & Contract Details	Project Description
Hampton, VA Ted Henifin (757) 727-6020 thenifin@hrsd.com	**Hurricane Isabel** SEP 2003 552,484 cubic yards $23,809,544	AshBritt collected and processed approximately 2,200,000 cy of disaster debris, while disposing of over 750,000 cy of reduced vegetative waste and C&D. AshBritt managed 1 massive TDSR site in excess of 100 acres. Debris was reduced by grinding, compaction and burning. Overall, 6875 loads were managed for both debris collection and disposal, utilizing over 190 collection trucks and 85 disposal trucks. In addition, AshBritt removed over 1,400 hazardous trees under the imminent danger tree program, removed debris from sewers and catch basins throughout the City, provided emergency power to municipal buildings and lift stations, provided propane delivery as generator fuel the City EOC, provided technical assistance to the City as it relates to the Public Assistance program categories A-G.
Chowan County, NC Patricia Madry (252) 482 4365 patty.madry@ncmail.net	**Hurricane Isabel** SEP 2003 28,000 cubic yards $313,281	AshBritt conducted emergency response road clearance and debris collection for the County during the 70 hour emergency period. AshBritt collected 28,000 cy of debris, while disposing of 9,500 cy of reduced vegetative waste and C&D. Overall, 945 loads were managed for both debris collection and disposal, utilizing over 59 collection trucks.
Edenton, NC Ann Marie Knighton (704) 866 6775 anne-marie.knighton@ncmail.net	**Hurricane Isabel** SEP 2003 25,000 cubic yards $269,509;	AshBritt conducted emergency response road clearance and debris collection for the City during the 70 hour emergency period. AshBritt collected 25,000 cy of debris, while disposing of 8,500 cy of reduced vegetative waste and C&D. Overall, 840 loads were managed for both debris collection and disposal, utilizing over 52 collection trucks.
Sumter, SC Bobby Galloway (803) 436-2329	**Ice Storm** JAN 2003 76,000 cubic yards $837,035	AshBritt collected and processed approximately 76,000 cy of disaster debris, while disposing of over 25,000 cy of reduced vegetative waste and C&D. AshBritt managed 3 TDSR sites. Debris was reduced by grinding, compaction and burning. Overall, 2,500 loads were managed for both debris collection and disposal, utilizing over 45 collection trucks. Portions of reduced vegetative debris were diverted for beneficial agricultural use and fuel source. Provided technical assistance to the City as it relates to the Public Assistance program categories A-G.
Sumter County, SC Bobby Galloway (803) 436-2329	**Ice Storm** JAN 2003 32,000 cubic yards $355,270	AshBritt collected and processed approximately 32,000 cy of disaster debris, while disposing of over 10,700 cy of reduced vegetative waste and C&D. AshBritt managed 3 TDSR sites. Debris was reduced by grinding, compaction and burning. Overall, 1,100 loads were managed for both debris collection and disposal, utilizing over 27 collection trucks. Portions of reduced vegetative debris were diverted for beneficial agricultural use and fuel source. Provided technical assistance to the County as it relates to the Public Assistance program categories A-G.

Client and Point of Contact	Event & Contract Details	Project Description
Southern Pines, NC Tim Allen (910) 692-1983 allen@southernpines.net	**Ice Storm** DEC 2002 13,000 cubic yards $147,865	AshBritt collected approximately 13,000 cy of disaster debris, utilizing 22 trucks. 406 loads were collected and hauled to 1 FDS site.
Gastonia, NC David Mitchell (704) 866-6775	**Ice Storm** DEC 2002 59,000 cubic yards $651,257	AshBritt collected approximately 59,000 cy of disaster debris, utilizing 74 trucks. 1,239 loads were collected and hauled to 2 TDSR sites. Over 5,150 cy of debris were disposed of using 22 trucks.
Huntersville, NC Mark Settlemeyer (704) 875-6541	**Ice Storm** DEC 2002 14,000 cy; $158,796	AshBritt collected approximately 14,000 cy of disaster debris, utilizing 21 trucks. 466 loads were collected and hauled to 2 TDSR sites. Over 529 cy of debris were disposed of in an FDS.
Cornelius, NC Matthew Bulick (704) 895-5212	**Ice Storm** DEC 2002 14,000 cubic yards $155,749	AshBritt collected approximately 14,000 cy of disaster debris, utilizing 26 trucks. 481 loads were collected and hauled to 1 TDSR sites. Over 541 cy of debris was disposed in a FDS.
Acadia Parish, LA John Quebodeaux (337) 783-4357	**Hurricane Lili** SEP 2002 113,000 cubic yards $1,244,284	AshBritt collected approximately 113,000 cy of disaster debris, consisting of vegetative and mixed debris. We assisted the Parish with emergency push operations and conducted hazardous stump and tree removal.
Scott, LA Hazel Myers (337) 233 4130 hmyers@xspedius.net	**Hurricane Lili** SEP 2002 20,000 cubic yards $216,055	Managed recovery operations for City of Scott, LA including emergency road clearance and ROW debris collection.
Iberia Parish, LA Will Langlinais (337) 365 8246; wlanglinais@iberiaparishgovernment.com	**Hurricane Lili** SEP 2002 315,000 cubic yards $3,464,926	AshBritt collected over 300,000 cubic yards of disaster debris including C&D and vegetation. Performed over 400 right-of-entries.
LaPlata, MD Robert Miller, Maryland Environmental Services (410) 974-7254	**EF5 Tornado** MAY 2002 35,000 cubic yards $382,297	Removed approximately 35,000 cy of disaster debris and 2,000 stumps.
Charles County, MD Stephen Staples (301) 932-3450; stapless@charlescounty.org	**EF5 Tornado** MAY 2002 96,000 cubic yards $1,052,598	AshBritt removed more than 90,000 cy of disaster debris and in excess of 2,000 stumps.
Kay County, OK Dee Scheiber (580) 765-3237	**Ice Storm** FEB 2002 158,000 cubic yards $1,734,987	AshBritt removed in excess of 150,000 cy of disaster debris. Debris was only vegetation. Significant hazardous tree work.
Ponca, OK Gary Martin, City Manager (580) 767-0339 citymanager@poncacity.net	**Ice Storm** FEB 2002 219,000 cubic yards $2,413,651	AshBritt removed in excess of 215,000 cy of disaster debris. Debris was mostly vegetative. Significant hazardous tree work performed.
Newkirk, OK Harold Harris (580) 362-2117 blackwell-eoc@4grc.com	**Ice Storm** FEB 2002 46,000 cubic yards $508,635	AshBritt removed in excess of 45,000 cy of disaster debris. Debris was mostly vegetative. Hazardous tree work performed.
Blackwell, OK Terry Bonewell (580) 363-7250	**Ice Storm** JAN 2002 42,000 cubic yards $460,012	ROW Debris Collection/Disposal

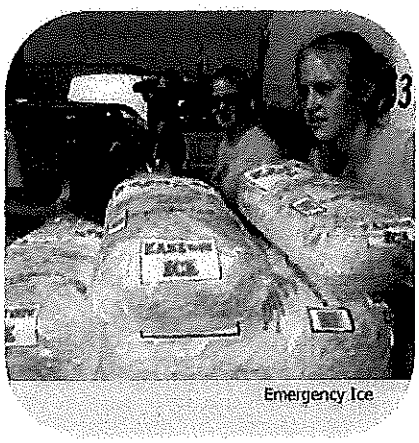
Client and Point of Contact	Event & Contract Details	Project Description
Bowie County, TX Judge J. Carlow (903) 628-6718	**Ice Storm** DEC 2000 368,000 cubic yards $4,045,500	ROW Debris Collection/Disposal
New Boston, TX Mayor J. Branson (903) 628-5569	**Ice Storm** DEC 2000 47,000 cy $511,826	ROW Debris Collection/Disposal
Wake Village, TX Bob Long (903) 838-0515	**Ice Storm** DEC 2000 33,000 cy $363,969	ROW Debris Collection/Disposal
Southern Pines, NC Tim Allen (910) 692-1983	**Ice Storm** FEB 2000 45,000 cy $497,035	ROW Debris Collection/Disposal
Palm Beach County, FL John Archambo, Director of Collection Services (561) 640-4000 jarchambo@swa.org	**Hurricane Irene** NOV 1999 116,000 cy 1,280,740	ROW Debris Collection/Disposal
Brevard County, FL Peter Jurgel (407) 984-8170	**Hurricane Irene** NOV 1999 51,000 cy; $558,00	ROW Debris Collection/Disposal
Jupiter, FL Jeff Sabin (561) 545-1327	**Hurricane Irene** NOV 1999 22,000 cy; $246,000	ROW Debris Collection/Disposal
Boca Raton, FL Dan Moretti (561) 393-7700	**Hurricane Irene** NOV 1999 16,000 cy; $174,551	ROW Debris Collection/Disposal
Brevard County, FL Peter Jurgel (407) 984-8170	**Hurricane Floyd** SEP 1999 58,000 cy; $634,000	ROW Debris Collection/Disposal
Bladenboro, NC Delane Jackson (910) 863-3655	**Hurricane Floyd** SEP 1999 6,000 cy; $68,000	ROW Debris Collection/Disposal
Scotlandneck, NC Russell Tudor (252) 826-3152	**Hurricane Floyd** SEP 1999 2,000 cy; $25,000	ROW Debris Collection/Disposal
Enfield, NC Kim Harrison (252) 445-3146	**Hurricane Floyd** SEP 1999 29,000 cy; $315,000	ROW Debris Collection/Disposal
Newcastle, OK Liz Cooley (405) 478-8833	**EF5 Tornado** MAY 1999 196,000 cy; $2,154,900	ROW Debris Collection/Disposal
Midwest City, OK Tom Canfield (405) 739-1207	**EF5 Tornado** MAY 1999 248,000 cy; $2,730,998	ROW Debris Collection/Disposal
Monroe County, FL Clark Lake (305) 292-4432	**Tropical Storm Mitch** NOV 1998 227,000 cy; $2,500,000	ROW Debris Collection/Disposal
Monroe County, FL Clark Lake (305) 292-4432	**Hurricane Georges** SEP 1998 1,391,000 cy; $15,300,000	ROW Debris Collection/Disposal

Client and Point of Contact	Event & Contract Details	Project Description
Norfolk, VA Victor Sibal (757) 664-4699	**Hurricane Bonnie** AUG 1998 100,000 cy; $1,100,000	ROW Debris Collection/Disposal
DeKalb and Gwinnett Counties, GA Tom Black (404) 371-4778	**EF3 Tornado** APR 1998 318,000 cy; $3,500,000	ROW Debris Collection/Disposal
Kissimmee, FL Chuck O'Hara (407) 240-0044	**EF2 Tornado** JAN 1998 59,000 cy; $650,000	ROW Debris Collection/Disposal
Raleigh, NC Scott Ore (423) 688-8342	**Hurricane Fran** SEP 1996 773,000 cy; $8,500,000	ROW Debris Collection/Disposal
Pensacola, FL Bragg Farmer (850) 301-2801	**Hurricane Opal** OCT 1995 155,000 cy; $1,700,000	ROW Debris Collection/Disposal
Pensacola, FL Bragg Farmer (850) 301-2801	**Hurricane Erin** AUG 1995 123,000 cy; $1,350,000	ROW Debris Collection/Disposal
Memphis, TN City of Memphis (901) 576-6851	**Ice Storm** OCT 1993 86,000 cy; $950,000	ROW Debris Collection/Disposal
USACE, Jacksonville, FL Joe Williams (713) 676-7821	**Hurricane Andrew** AUG 1992 265,000 cy; $2,920,000	ROW Debris Collection/Disposal

4. Training & Educational Services



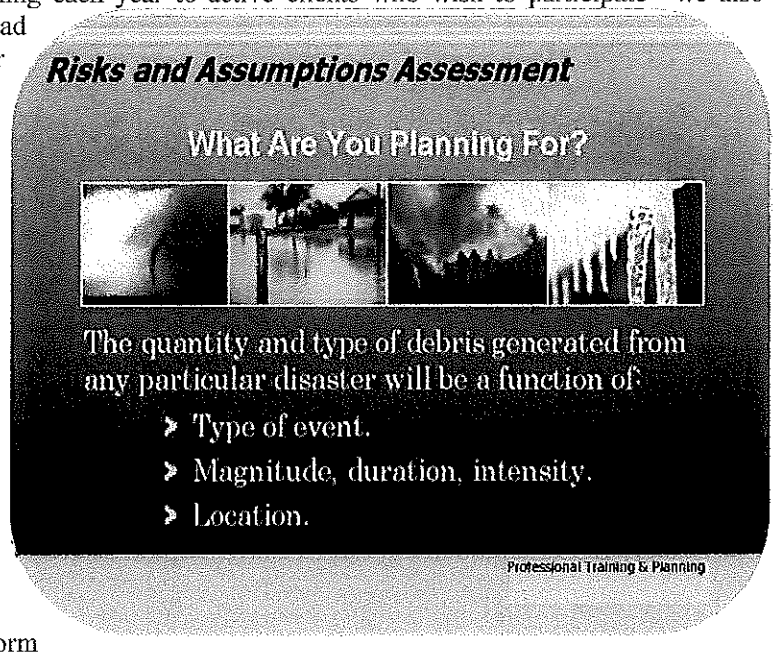
MREs and Canteen Service



Emergency Ice

Power Generation

AshBritt maintains a hearty annual training, presentation and workshop schedule. Although direct sponsored client training seminars and table-top exercises comprise the greatest share of our efforts—as we offer training each year to active clients who wish to participate—we also conduct and participate in ad hoc training seminars for national, state, regional and local stakeholders and associations (i.e., non-contract parties). For instance, just over the last several years we have conducted and/or participated in disaster recovery related training, workshops and seminars for the American Society of Civil Engineers (ASCE), the USACE Safety Pays Committee, the 2007-2014 Houston-Galveston Area Council (Annual Debris Workshops), the Coastal Texas Local Government Storm Debris Management Seminar, the Texas Recycling Summit, the 2008 Disaster Preparedness & Recovery Seminar (West Florida, sponsored by S&S Business Records Management), the Manatee County, FL 2007 Debris Summit, and the 2008 CRA, Inc. sponsored table-top exercises for disaster response scenarios in Northeast regions (i.e., CT, MA, RI, VT) dubbed "Operation Logjam". We also regularly participate in and/or sponsor workshops at the National Hurricane Conference, the TX Emergency Management/Hurricane Conference (TX), The Governor's Hurricane Conference (FL), the SE Recycling Association and APWA conferences and other state emergency management association functions.



Furthermore, we often conduct pre-event local subcontractor, personnel and vendor out-reach and training programs and workshops in coordination with clients to strengthen potential local business participation as well as to begin a positive indoctrination process. These have proven beneficial in improving response and recovery coordination, and in overall recovery efficiency and effectiveness. We have conducted these types of programs in Florida, Texas, Connecticut, New Jersey, Virginia, North Carolina, South Carolina and California. We conduct our annual client on-site training and tabletop exercises generally between the months of January and June, but often ad hoc sessions are arranged if immediate needs arise for clients. Our sessions are generally 4 to 8 hours in length with ample time provision for questions and answers. We largely customize the training to meet the needs of our clients, considering such aspects as previous disaster recovery exposure, geographical and demographic profile, years of prior training and topics covered, and new salient regulatory and operational considerations. We can conduct traditional seminar/lecture style programs or interactive tabletop exercises with attendee participation and role-playing under a variety of event scenarios.

Over the past several years, we have conducted mainly the latter type, providing client officials and key personnel an opportunity to evaluate debris management response concepts, policies, plans, procedures, and capabilities prior to and immediately following a disaster event. This approach provides clients with the opportunity to contemplate further and refine their overall response and decision-making processes as well as their integration and coordination among

responding public health, emergency management, public safety agencies, and private industry enterprises, going far beyond just our part in the overall recovery process. The overall scope is to support the validation and coordination of local response plans and procedures (i.e., the city's, county's and state's response and recovery plans), and to identify the logistical concerns and resource integration requirements (local, regional and state-wide) for a natural disaster from the perspective of debris management.

We generally address the following target capabilities, as adapted from the National Preparedness Goal, which can be used as guides for preparedness planning, for establishing further training requirements and discussion dialogues, and for evaluating performance readiness through exercises and operations. They include: 1) Critical Resource Logistics and Distribution; 2) Economic and Community Recovery; 3) Emergency Public Information and Warning; 4) Emergency Operations Center Management; and 5) Responder Safety and Health. Moreover, our overall training philosophy is to remain current and topical, and to carefully address the state of present FEMA guidance, including the Sandy Recovery Improvement Act of 2013, and policy regarding the federal Public Assistance Program, as well as the current environment of other emergency relief programs. Some of key points that may be covered during the training include:

- Review of potential disaster threats; historical look.
- Congress actions in review and pending legislation.
- Current debris management environment.
- The PA Program and new FEMA guidance.
- Relationships of and for local government.
- Benefits of mutual aid and local Gov't collaboration.
- Our Disaster Recovery Team (local and federal government, tech assist contractor, debris contractor).
- Roles and responsibilities of client key staff members.
- Local government/agency/organization preparedness.
- Required and recommended elected body resolutions.
- Local government actions – management, administration, finance.
- Recovery meetings – applicants briefing, kick-off meeting, timelines.
- The Office of Inspector General, audits, final inspections and closeouts.
- Benefits of action vs. reaction.
- Public Information and Notification best practices.
- Project "lessons learned" and DM best practices.
- Best practices for mobilization and response.
- Operations and administrative overview of accepted FEMA practices.
- Local historical and environmental sensitivities.
- Local subcontractor and vendor participation goals and/or specific recommend training regimes

Following is a partial list of government clients and select participants to whom we've delivered formal technical training over the past few years. Please feel free to contact any of them for a review of our training services:

Select Trainee References				
Municipality	**Name**	**Title**	**Contact Number**	**Email**
Boca Raton, FL	Judy Ahern	Operations Manager	561-416-3384	jaahern@ci.boca-raton.fl.us
Bradenton, FL	Steve Sibert	Engineering	941-708-6300	steve.sibert@cityofbradenton.com
Brevard County, FL	Bob Lay	Director	321-637-6670	bob.lay@brevardcounty.us
Bridge City, TX	Jerry Jones	City Manager	409-735-6801	jjones@bridgecitytex.com
Colleton County, SC	Suzanne Gant	Director	843-549-5632	cocepa@colletoncounty.org
Cooper City, FL	Carl Miller	Public Works Director	954-434-2300	cmiller@coopercityfl.org
Dania Beach, FL	Connie Falzone	Admin. Coordinator	954-924-3741	cfalzone@ci.dania-beach.fl.us
Davie, FL	Russell Muniz	Town Clerk	954-797-1023	russell_muniz@davie-fl.gov
Deerfield Beach, FL	Marnie Rosen	Asst. Recycling Spec.	954-480-4454	mrosen@deerfield-beach.com
Durham, NC	Tom Ayres	Public Works Director	919-560-4326	Thomas.Ayers@durhamnc.gov
Floyd County, GA	Scotty Hancock	EMC	706-291-5110	hancocks@floydcountyga.org
Fort Pierce, FL	Paul Bertram	Public Works Mgr.	772-460-2200	pbertram@city-ftpierce.com
Georgetown Co, SC	Ray Funnye	Public Works Director	843-458-5144	rcfunnye@georgetowncountysc.org
H-GAC-TX (Wrkshp)	Cheryl Mergo	Solid Waste Prgm Mgr	713-993-4502	cmergo@h-gac.com
Holmes Beach, FL	Joseph Duennes	Public Works	941-708-5800	publicworks@holmesbeachfl.org
Homestead, FL	Ernest Donaldson	Solid Waste	305-297-9337	E.J.Donald.cityofhomestead.com
Jackson County, TX	Allan Friedrich	EMC	361-782-3398	jceoc@co.jackson.tx.us
Hardin County, TX	Theresa Wigley	EMC	409-246-5119	Theresa.wigley@co.hardin.tx.us
Manatee County, FL	Sue Ciccione	Solid Waste Coord.	941-792-8811	sue.ciccione@co.manatee.fl.us
Nassau County, FL	Ben Spillers	Emergency Mgmt.	904-548-4980	bspillers@nassaucountyfl.com
Orange County, TX	Jeff Kelly	EMC	409-882-7895	jkelley@co.orange.tx.us
Orange, TX	Jerry Ziller	EMC	409-882-9149	jziller@orangefd.com
Plantation, FL	Frank DeCelles	Public Works Director	954-452-2537	fdecelles@plantation.org
St. Lucie County, FL	Kyle Croce	Sr. Project Engineer	772-462-2153	crocek@stlucieco.gov
Sunrise, FL	Michael Pulver	Internal Auditor	954-746-3315	mpulver@cityofsunrise.org
Vidor, TX	Aleta Cappen	EMC	409-769-4561	acappen@cityofvidor.com
West Orange, TX	Mike Stelly	Chief of Police/EMC	409-883-7574	mstelly@cityofwestorange.com
Wharton County, TX	Andy Kirkland	EMC	979-532-1123	Andy.Kirkland@co.wharton.tx.us

First Response (Emergency Road Clearance-"Push") Anticipated Crew Makeup

Optional Services: County of Hidalgo, TX, RFP

Service Description	Unit	Unit Price
Personnel & Equipment (Operator, fuel, maintenance included)		
Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)*	Hour	$110.00
Supervisor with Truck (1 man, will assist toss operations)	Hour	$65.00
Operators with Chainsaw (2 man crew, cut and toss)	Hour	$80.00
Laborer with Tools (1 man, toss)	Hour	$35.00
Traffic Control/Safety Personnel (2 man crew, as needed)	Hour	$30.00
Total Hourly:	Hour	$320.00

*Hourly rate for other equipment that may be required to follow Schedule 2a-Supp Hourly Rates.

AshBritt

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Service Description	Size or Type	Unit	Unit Price
Heavy Equipment *(Operator, fuel, maintenance included)*			
Skid Steer Loader (Mini-Loader)	Bobcat	Hour	$ 107.00
Backhoe	Cat 416	Hour	$ 95.00
Backhoe, Extend-a-hoe	Caterpillar	Hour	$ 110.00
Wheel Loaders	Cat 950	Hour	$ 125.00
Wheel Loaders	Cat 966	Hour	$ 140.00
Wheel Loaders	Cat 980	Hour	$ 160.00
Tracked Loader	Cat 955	Hour	$ 135.00
Towed Loader w/ Tractor	Prentice 210	Hour	$ 140.00
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	$ 135.00
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	$ 155.00
Dozer	Cat D4	Hour	$ 86.00
Dozer	Cat D5	Hour	$ 119.00
Dozer	Cat D6	Hour	$ 132.00
Dozer	Cat D7	Hour	$ 183.00
Dozer	Cat D8	Hour	$ 223.00
Excavators	Cat 320	Hour	$ 141.00
Excavators	Cat 325	Hour	$ 170.00
Excavators	Cat 330	Hour	$ 199.00
Tractor w/ Box Blade	80 Hp	Hour	$ 50.00
Motor Grader	Cat 120G	Hour	$ 120.00
30 Ton Crane	30 Ton	Hour	$ 195.00
50 Ton Crane	50 Ton	Hour	$ 275.00
100 Ton Crane (8 hr minimum)	100 Ton	Hour	$ 475.00
Bucket Truck	Up to 50' reach	Hour	$ 133.00
Bucket Truck	50' to 75' reach	Hour	$ 165.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	$ 125.00
Mechanized Broom	Street Sweeper	Hour	$ 75.00
Water Truck	2000 Gallon	Hour	$ 111.00
Service Truck	N/A	Hour	$ 70.00
Stump Grinder	Vermeer 252	Hour	$ 85.00
Stump Grinder	Vermeer 752	Hour	$ 120.00
Stump Grinder	Vermeer 60TX	Hour	$ 135.00
Chipper w/ 2 man crew	Morbark Storm	Hour	$ 125.00
12-Foot Tub Grinder	Morbark 1200	Hour	$ 425.00
13-Foot Tub Grinder	Morbark 1300	Hour	$ 475.00
14-Foot Tub Grinder	Diamond Z 1463	Hour	$ 585.00
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	$ 65.00
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	$ 110.00
50T Lowboy Trailer (Equip.Transport w/ Tractor)	50 Ton	Hour	$ 130.00
Truck Mounted Winch	Tow Truck	Hour	$ 90.00
Vacuum Truck/Jetter	3500 Gallon	Hour	$ 375.00
Hauling Vehicles *(Operator, fuel, maintenance included)*			
Dump Truck	5 to 15 CY	Hour	$ 75.00
Dump Truck	16 to 24 CY	Hour	$ 80.00
Dump Truck	25 to 34 CY	Hour	$ 85.00
Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	$ 105.00
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	$ 115.00
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	$ 125.00
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	$ 135.00
Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	$ 155.00

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Service Description	Size or Type	Unit	Unit Price
Walking Floor Trailer w/ Tractor	100 CY	Hour	$ 175.00
Transportation Vehicles *(Operator, fuel, maintenance included)*			
Pickup Truck	1/2 Ton	Hour	$ 90.00
Pickup Truck, Extended Cab	3/4 Ton, Ext. Cab	Hour	$ 110.00
Pikup Truck, 4x4	4x4	Hour	$ 130.00
Pickup Truck	1 Ton	Hour	$ 130.00
Box Truck	3/4 Ton	Hour	$ 150.00
Passenger Car	Full size	Hour	$ 90.00
20' Response Trailer	20 Foot	Hour	$ 175.00
36' Response Trailer	36 Foot	Hour	$ 215.00
Flatbed Trailer	GWV to 450	Hour	$ 125.00
Transportation Vehicles *(Operator, fuel, maintenance* ***NOT*** *included; loaned vehicles, insurance included)*			
Pickup Truck	1/2 Ton	Day	$ 110.00
Pickup Truck	3/4 Ton	Day	$ 139.00
Pickup Truck	1 Ton	Day	$ 139.00
Box Truck	3/4 Ton	Day	$ 149.00
Utility Van	3/4 Ton	Day	$ 139.00
Passenger Van	9 Passenger	Day	$ 110.00
Passenger Car	Full size	Day	$ 110.00
Response Trailer	20-30 Foot	Day	$ 135.00
Personnel			
Project Coordinator (Operations Manager)	Individual	Hour	$ 120.00
Project Supervisor with Truck	Individual	Hour	$ 75.00
Superintendent with Truck	Individual	Hour	$ 75.00
Foreman with Truck	Individual	Hour	$ 50.00
Inspector with Vehicle	Individual	Hour	$ 42.50
Health/Safety or QC Manager with Pickup Truck	Individual	Hour	$ 75.00
Safety Superintendent	Individual	Hour	$ 50.00
Mechanic with Truck and Tools	Individual	Hour	$ 80.00
Climber with Gear	Individual	Hour	$ 85.00
Operator with Chainsaw	Individual	Hour	$ 40.00
Laborer with Tools	Individual	Hour	$ 35.00
Traffic Control Personnel	Individual	Hour	$ 30.00
Ticket Writers	Individual	Hour	$ 35.00
Survey Personnel with Vehicle	Individual	Hour	$ 35.00
Project Engineer	Individual	Hour	$ 75.00
Equipment Operator	Individual	Hour	$ 55.00
Truck Driver	Individual	Hour	$ 45.00
Administrative Assistant	Individual	Hour	$ 35.00
Clerical	Individual	Hour	$ 35.00
Marine Resources *(Fuel, maintenance included)*			
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	$ 6,300.00
40' Sectional Barge w/ Mounted Excavator & Pushboat	With Crew	Day	$ 7,000.00
33' Fast Barge with Winch	Crew of 2	Day	$ 4,200.00
14' Utility Boat with Motor (Work Boat)	With Crew	Day	$ 1,680.00
12' Utility Boat with Motor (Work Boat)	With Crew	Day	$ 1,120.00
12' Utility Boat without Motor (Work Boat)	With Crew	Day	$ 840.00
Tank Diver with Gear	Individual	Hour	$ 168.00
Hardhat Diver with Gear	Individual	Hour	$ 700.00
Scuba Bottle Refill (Air)	80	Each	$ 17.00
Air Pump with multi breathing lines	Brownie Lung	Day	$ 560.00

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Service Description	Size or Type	Unit	Unit Price
Miscellaneous Equipment/Items *(Fuel, maintenance included, where applicable)*			
Light Tower	w/ Generator	Day	$ 176.00
Office Trailer	40 Foot	Day	$ 155.00
Storage Container	40 Foot	Day	$ 95.00
Portable Eyewash Station	OSHA Spec	Day	$ 35.00
First Aid Station	OSHA Spec	Day	$ 125.00
Portable Toilet (Port a John)	Single	Week	$ 210.00
Observation Tower	USACE Spec	Each	$ 3,500.00

Beach Restoration, Canal Work, Waterways & Sunken Vessel Removal

Optional Services: County of Hidalgo, TX, RFP

Beach/Lake Restoration

Description	Unit	Price
Collection of debris-laden sand from ROW, hauling to the processing screen and sand pile maintenance. Up to 15 mile haul to screen. Debris from screen to be hauled by cubic yard debris rate in contract.	Per Cubic Yard	$8.50
Berm/Beach Construction shall include transportation of screened sand to beach from screening site, including shaping of material on emergency berm. To include stockpile maintenance. Up to 15 miles haul from screen.	Per Cubic Yard	$8.50
Scrape and screen shall include the collection of debris laden sand from beach, processing it through screen, returning sand to beach and spreading sand on beach. Work to be performed on beach.	Per Cubic Yard	$8.50

Canal Work

Description	Unit	Price
Canal Shoreline Restoration	Per Linear Foot	$27.50
Note: To include any necessary excavation, compaction, fill and backfill of embankment soils and seeding, materials to restore banks to preexisting conditions insofar as possible.		
Canal/Marine Debris Removal	Per Cubic Yard	$ 65.00
Note: Removal of storm generated debris from marine environments including streams, canals, and waterfronts by applicable land-based or marine-based processes.		

Sunken Vessel Removal

Description	Unit	Price
Marine Salavage Operations	Per Linear Foot	
Less than 20 feet		$175.00
20 to 25 feet		$252.00
25 to 30 feet		$385.00
Greater than 30 feet		$ 455.00
Land Based Salavage Operations	Per Linear Foot	
Less than 20 feet		$162.50
20 to 25 feet		$234.00
25 to 30 feet		$357.50
Greater than 30 feet		$ 420.00

Note: Large vessels, houseboats or vessels within environmentally sensitive areas may require unexpected additional effort. Work may be negotiated on a case-by-case basis under such conditions.

Emergency Drinking Water and Ice Supply Price Schedules

Optional Services: County of Hidalgo, TX, RFP

Drinking Water

8.45 OZ. (250 mL) Units - 27 Units/Case (9 x 3 Packs/case) 135 Cases/Pallet				
Cases	Pallets	Price/Case	Per Unit	Per Pallet
135-675	1-5	8.15	$ 0.30	$ 1,100.25
810-1350	6-10	7.85	$ 0.29	$ 1,059.75
1485-1500	11-20	7.65	$ 0.28	$ 1,032.75

1 Liter (1000mL) Units - 12 Units/Case 75 Cases/Pallet				
Cases	Pallets	Price/Case	Per Unit	Per Pallet
75-375	1-5	9.63	$ 0.80	$ 722.25
450-750	6-10	9.2	$ 0.77	$ 690.00
825-1500	11-20	8.95	$ 0.75	$ 671.25

Note:
Prices are F.O.B. Miami, FL or West Palm Beach, FL.

Ice Supply

Description	Unit	
Packaged Ice Delivered	Per pound	$0.51
Additional Ground Mileage	Per mile	$3.46
Standby Time in Excess of 2 Hours (Demurrage)	Per hour	$81.25

Note:
1. As ice and water represent scarce commodities following a storm event, specific terms and conditions shall be included as part of an executed contract. These terms and conditions are available for review at your request.
2. Prices are valid for an annual term, at which time prices require renegotiation.
3. Ice supply subject to availability. Every effort will be made to deliver packaged ice in the quantities specified and to the delivery sites specified as timely as possible. Minimum quanties required.

Product Standards: Ice provided under this contract shall be:
(1) manufactured within no more than 120 calendar days of the date of delivery;
(2) tube or crushed ice (block or shaved ice is not used);
(3) manufactured in compliance with the Food and Drug Administration (FDA) Good Manufacturing Practices (GMP) of 21 C.F.R. 110, the International Packaged Ice Association (IPIA) standards;
(4) manufactured by ice plants that use source water from a public water supply which is currently in compliance with the National Primiuy Drinking Water Regulations (NPDWR) of the Safe Drinking Water Act (SDWA) and which achieved that comvliance without an exemotion under the SDWA. and
(5) produced, paciaged, transported, storei and handled in accordance with all applicable Federal, state and local laws and regulations.

Packaging: Ice shall be sealed in 5 to 20 pound plastic bags and stacked on pallets. Each pallet shall contain 2,000 pounds, net weight, of ice. A protective layer (slip sheet) of thick paper, plastic (6 mil) or waterproof corrugated cardboard shall be placed between the stacked ice and the pallets. Pallets of packaged ice will be fully covered on all four (4) sides with a minimum of four (4) layers of shrink wrap. All pallets shall be 4' x 4' nominal, constructed of hardwood, designed for pickup on all four sides and repeated use with a 2,000 lb. load. Each pallet is packaged to withstand severe climatic conditions.

Disaster Response Man Camps/Comfort Services Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Emergency Sleeping Quarters

Option 1

1 – 168-Man Dormitory Structure	Unit Rental Price
Wood Floor w/ New Carpeting	$ 158,276.40
Air Conditioning/Combination Heating Units	
Power Generation	
Metal Halide Lighting Package	
168 Mil-Spec Cots	
2 – Personnel Doors	
Up to 4 Weeks Rental	

Option 2

1 – 200-Man Tension Tent	Unit Rental Price
Wood Floor w/ New Carpeting	$ 183,208.50
Air Conditioning/Combination Heating Units	
Power Generation	
Metal Halide Lighting Package	
200 Mil-Spec Cots	
2 – Personnel Doors	
Up to 4 Weeks Rental	

Dining Facilities

Option 1

1 – Dining Structure for 500	Unit Rental Price
Wood Floor w/ EventPro Flooring	$ 120,736.80
Air Conditioning/Combination Heating Units	
Power Generation	
Metal Halide Lighting Package	
2 – Personnel Doors	
64 – 8' Banquet Tables	
512 Folding Chairs	
Up to 4 Weeks Rental	

Option 2

1 – Dining Structure for 350	Unit Rental Price
Wood Floor w/ EventPro Flooring	$ 90,749.40
Air Conditioning/Combination Heating Units	
Power Generation	
Metal Halide Lighting Package	
2 – Personnel Doors	
44 – 8' Banquet Tables	
352 Folding Chairs	
Up to 4 Weeks Rental	

Restroom Facilities

Camp Service Facilities	*Units for*	Rental Price
Portable Toilet Facilities	150-Person Camp	$ 18,988.74
Daily Cleaning & Service	250-Person Camp	$ 30,673.74
4 Weeks Rental	500-Person Camp	$ 60,116.25

Shower Facilities

1 – 14 Head Shower Trailer Unit	Unit Rental Price
Provides Shower Service for 350 People	$ 90,405.00
Each Unit Contains:	
Private Changing Stalls & 36" x 36" Shower Stalls	
Propane-fired boiler system	
On-board water storage	
Air Conditioning	
Trash Receptacles	
Up to 4 Weeks Rental	

Laundry Facility

1 – 7 Unit Laundry Trailer	Unit Rental Price
Each Unit Contains:	$ 90,405.00
7 – Top Load Washer Units	
8 – Front Load Dryer Units	
Hot and Cold Water	
Air Conditioning	
Folding Table	
Trash Receptacles	
Up to 4 Weeks Rental	

Cost Plus Man Camp Services	Rate
Site Preparation	Cost +23%
Fuel for Generators	Cost +23%
Fresh Water Supply	Cost +23%
Grey and Black Water Removal	Cost +23%

Special Emergency Services	Rate
Emergency Clinics and Support Personnel	Cost +23%

Note(s): All pricing above assumes services for disaster/emergency situations. All pricing is for a minimum one-month rental. Quote includes all non-union labor and equipment needed for installation and take down of structures. Quote assumes staking into level asphalt or grass surface provided free of obstruction with direct semi-truck access within 50' of work site. Applicable sales taxes, permits, and fuel surcharges are not included. This proposal is subject to equipment availability at the time the notice to proceed is issued.

Emergency Power Generation Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Units	Per Day (24 hrs)		Per Week	
25 kW Generator	$	932.75	$	2,798.25
56 kW Generator	$	1,420.65	$	4,261.95
100 kW Generator	$	1,701.50	$	5,104.50
175 kW Generator	$	2,703.13	$	8,109.39
250 kW Generator	$	4,563.30	$	13,689.90
320 kW Generator	$	4,686.30	$	14,058.90
500 kW Generator	$	6,252.50	$	18,757.50
800 kW Generator	$	7,790.00	$	23,370.00
1000 kW Generator	$	9,020.00	$	27,060.00
1500 kW Generator	$	11,783.40	$	35,350.20

*Additional equipment rates available upon request.

Notes:

1. Transportation charges included.
2. Cables and distribution boxes not included.
3. Minimum usage charge of 2 days.
4. Includes service and maintenance.

Emergency Fuel Delivery/Management Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Item/Equipment	Description	Rental/Labor Rate	Unit
550 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	$93.75	Per day
1,000 gallon single wall tank	Portable Storage Tank	$106.25	Per day
1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	$118.75	Per day
6,000 gallon or greater tank	Portable Storage Tank	$187.50	Per day
12 Volt Fill-Rite Pump	Fuel Pump 13 GPM, includes nozzle	$25.00	Per day
Portable Tank Delivery/Pickup	Delivery/Pickup Charge	$187.50	Per hour
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	$500.00	Per service
Truck with Man	Transport Truck w/trailer or Bobtail Truck	$227.50	Per hour*
Fuel Tank Trailer Only	7,500 to 8,500 gal capacity	$750.00	Per day
Mobile Fuel Station	12,000 Gal capacity on trailer	$218.75	Per hour*
Frac Tank	20,000 gallon frac tank	$250.00	Per day
Labor	Man to operate fuel station or fuel vehicles	$93.75	Per hour

Note: *Additional Storage Tanks ranging from 250 to 20,000 gallons are available upon request*
* Requires 24 hour minimum

Item	Description	Purchase Price	Unit
Fuel	Gasoline/Diesel/Aviation Fuel	Cost + $0.74	Per gallon

Note: Rental/Labor Rate begins when equipment or labor leaves the facility and ends upon its return to the same facility. Reasonable lodging expense may apply.

Description of service:
A self contained generator powered system designed to meet the emergency fuel response needs of government and commercial entities. This unit combines high volume fuel dispensing capabilities along with maximum portability features.

Features:
- Total fuel storage capacity - 12,000 gallons (One 10K tank and two 1K tanks)
- Tanks are dual walled (secondary containment) & are Flameshield NFPA 30 rated.
- Mounted on a 53' drop deck trailer
- Six high volume fueling points with hoses on reels
- Fueling points have meter registers
- Grounding cable for vehicle re-fueling
- 20KW diesel generator
- Lights for night fueling
- No special transportation permits required
- Equipped with spill response kits.
- Air compressor
- Lubricants storage tank with dispenser

Note: Units subject to availability.

Emergency Satellite Telphone/Communication Services Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Satellite Phone Service

	Rate	Unit
Per Satellite Phone	$100.00	Per week
Usage Cost, per phone	$2.00	Per minute

Satellite Internet Service

Self-Contained Trailer Equipment

Duration	Monthly Cost
3 month	$4,913.85
6 month	$3,683.85
9 month	$2,453.85
12 month	$1,223.85

Bandwidth

Service	Monthly Cost
Disaster Response	$2,028.27

Bandwidth Service	Contention	Upload (Kbps)	Download (Mbps)	VoIP lines	Users
Disaster Response	10	768	2	6	10 to 20

Description of services:

Self-contained trailer auto deploy
This unit was designed to be a self-contained mobile unit that is weatherized. This unit is ideal for businesses that need ultimate mobility with rapid deployment. The following equipment comes standard on each unit:

- 4'x 6' enclosed trailer
- 9,000 watt electric start generator
- Andrew Smart-Ad 3 watt 1.2 meter auto deploy satellite earth station
- VSAT 3100 internet modem
- Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power controller battery backup

Self-contained trailer mounted
This unit was designed to be a self-contained mobile unit that is weatherized. The following equipment comes standard on each unit:

- 4'x 6' enclosed tra 4'x 6' enclosed trailer
- 9,000 watt electric 9,000 watt electric start generator
- Andrew 4 watt 1.2 Andrew 4 watt 1.2 meter satellite dish
- VSAT 3100 intern VSAT 3100 internet modem
- Motorola HotZone Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power c Universal power controller battery backup

The following services are available within the program:

- Broadband Internet
- Canopy Networks
- VoIP Telephone and Fax
- Cell Phone Repeaters

Each satellite unit will be equipped to provide wireless broadband internet. The units are scalable so that additional wireless access points can be added. Each unit will have sufficient bandwidth to easily support 15 concurrent internet users from the base system. If necessary, additional units can be brought in to support a larger camp population.

Voice-over-internet protocol ("VoIP") telephone and fax service will be available as an optional service with each satellite unit. This service can handle one to eight voice lines per unit. Cell phone repeaters for Nextel and Cingular networks are also available as an optional item.

Temporary Office Trailers, Mobile Command Center Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Single Unit
Dimensions: Width = 8', Unit Length = 20'

Category	Rate	Unit
Setup Fee:	$ 1,414.50	One time
Single Unit	$ 491.52	Per month

Single Unit
Dimensions: Width = 8', Unit Length = 28'

Category	Rate	Unit
Setup Fee:	$ 1,574.40	One time
Single Unit	$ 600.32	Per month

Single Unit
Dimensions: Width = 10', Unit Length = 24'

Category	Rate	Unit
Setup Fee:	$ 2,097.15	One time
Single Unit	$ 760.32	Per month

Chemical Toilets Price Schedule

Description	Rate	Unit
Port-o-let (per unit)	$ 1,451.40	Per month
Port-o-let (per unit)	$ 52.50	Per day

Note: Includes delivery/set up, daily service, equipment rental, and pick up/breakdown

Emergency Pumping Units Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Description	Rate (Per Day)	Rate (Per Hour)
4" Trash Pump Package	$ 1,089.05	$ 90.75
6" Trash Pump Package	$ 1,654.85	$ 137.90
6" Hydraulic Pump with Power Pack	$ 1,216.70	$ 101.39
8" Hydraulic Pump with Power Pack	$ 1,818.15	$ 151.51

Notes:

1. Transportation charges not included.
2. Includes suction and discharge hose.
3. Minimum usage charge of 8 hours.

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Categories/Descriptions

Labor	Unit	Rate
Project Consultant (PC)	Hour	$ 125.00
Project Executive (PE)	Hour	$ 100.00
Project Manager (PM)	Hour	$ 60.00
Health & Safety Officer (HSO)	Hour	$ 60.00
Technical Specialist (Superintendent) (TS)	Hour	$ 55.00
Drying Technical (DT)	Hour	$ 55.00
Equipment Operator (EO)	Hour	$ 45.00
Remediation Worker (RW)	Hour	$ 37.50
General Labor (GL)	Hour	$ 29.00
Field Auditor (FA)	Hour	$ 40.00

Supplies/Consumables	Unit	Rate
Adhesive Remover	Gallon	$ 77.00
Anti-Microbial Coating	Gallon	$65.00
Anti-Microbial Disinfectant (Concrete Pre Mixed)	Gallon	$ 3.75
Anti-Microbial Disinfectant (MicroBan RTU)	Gallon	$ 45.00
Bags, Trash	Roll	$ 75.00
Bags, Trash Environmental	Roll	$ 85.00
Box, Storage Cardboard	Each	$ 7.00
Brush, Long Handle/Scrub	Each	$ 9.00
Camera (Disposable, 27 exp. includes development)	Each	$ 29.95
Cleaner, General and all purpose	Gallon	$ 24.00
Cleaner, Electronic Grade	Gallon	$ 50.00
Decontamination Unit, Disposable	Each	$ 334.00
Duct, Lay Flat (500')	Roll	$ 375.00
Fuel	Gallon	Cost +
Negative Air Filters (Prefilters)	Each	$ 3.00
Negative Air Filters (Pleated)	Each	$ 6.00
Negative Air Filters (Main HEPA)	Each	$ 180.00
Poly Sheeting, Fire Retardant	Roll	$ 100.00
Poly Sheeting, Reinforced	Roll	$ 150.00
Rags, Cotton Cloth	Box	$ 50.00
Respirator Cartridges, Negative Pressure (Half-Face)	Pair	$ 10.00
Respirator Cartridge, PAPR (Full-Face)	Each	$ 12.50
Spray Bottle w/ Trigger	Each	$ 3.50
Sprayue	Can	$ 2.50
Sponges, Soot Absorbtion	Each	$ 2.25
Suit, Disposable	Each	$ 6.00
Suit Tyvek	Each	$ 12.00
Tape, Duct	Roll	$ 5.45
Terry Wipes	Pound	$ 6.00
Towels	Case	$ 30.00

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Categories/Descriptions

Drying Equipment			
Dehumidification Unit (50cfm-100cfm)	Day	$	70.00
Dehumidification Unit (110cfm-200cfm)	Day	$	115.00
Dehumidification Unit (220cfm-300cfm)	Day	$	135.00
Dehumidification Unit (500cfm-600cfm)	Day	$	295.00
Dehumidification Unit (1000cfm)	Day	$	515.00
Dehumidification Unit (2000cfm-2250cfm)	Day	$	995.00
Dehumidification Unit (3500cfm)	Day	$	1,750.00
Dehumidification Unit (4500cfm-5000cfm)	Day	$	1,950.00
Dehumidification Unit (6000cfm)	Day	$	2,450.00
Dehumidification Unit (8500cfm)	Day	$	3,200.00
Dehumidification Unit (15,000cfm)	Day	$	4,400.00
Miscellaneous Equipment			
40 Ton AC Unit	Day	$	810.00
100 Ton Chiller Unit	Day	$	895.00
200 Ton Chiller Unit	Day	$	710.00
Air Compressor (110 psi)	Day	$	30.00
Air Compressor (125 psi)	Day	$	170.00
Air Mover	Day	$	25.00
Buffer, Floor	Day	$	30.00
Cart, Tilt/Demolition	Each	$	20.00
Dolly, 2-Whl/4-Whl/Drm/Whlbr	Each	$	5.00
Electrical Dist. Panel (Spider Box)	Each	$	55.00
Electrical Kit (Ext. Cord GFI, Surge Protector	Each	$	4.60
Extraction Unit (Portable)	Day	$	125.00
Extraction Unit (Trailer)	Day	$	450.00
Filtration Unit	Each	$	25.00
Fire Extinguishe	Each	$	3.50
First Aid Kit	Each	$	2.50
Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Bar, Etc.)	Each	$	12.00
HEPA Filtration Unit (10,000cfm)	Day	$	300.00
HEPA Filtration Unit (2,000cfm)	Day	$	95.00
Light, Portable	Each	$	2.50
Light, Stand	Each	$	15.00
Light, String	Each	$	10.00
Mobile Commande Center	Day	$	445.00
Negative Pressure Recorder	Each	$	50.00
Ozone Machine	Day	$	120.00
Power Hand Tools (Sawzall, Circular Saw, Drill etc.)	Day	$	10.00
Pump, Small	Day	$	40.00
Pump, Flood	Day	$	135.00
Respirator, Negative Pressure (Half Face)	Each	$	5.00
Respirator, PAPR (Full Face)	Each	$	25.00
Radio, Job Site	Day	$	10.00
Shower/Wash Station	Day	$	135.00
Sprayer, Airless	Each	$	65.00
Thermal Image Camera	Day	$	195.00
Trailer	Day	$	115.00
Truck, 24ft	Day	$	95.00
Truck, Pick-Up	Day	$	65.00

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Categories/Descriptions

Truck, Water Extraction	Day	$	200.00
Vacuum, (Wet/Dry)	Each	$	25.00
Vacuum, HEPA	Each	$	75.00
Van/Bus	Day	$	95.00
Vent/Wall Cavity Drying Unit	Day	$	350.00
Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Day	$	10.00
Washer, High Pressure (5,000 psi)	Day	$	175.00
Washer, High Pressure (20,000 - 40,000 psi)	Day		TBD
Washer, HOTSY	Day	$	200.00

Notes:

1. Work performed utilizing these rates shall be performed pursuant to the predefined Scope of Work being agreed to by both parties and any applicable Change Order contract modification being completed.
2. Price. Work performed hereunder shall be priced as indicated in the AshBritt Rates, plus any applicable taxes.

A. AshBritt will invoice the customer weekly for services rendered in accordance with the AshBritt rates. Customer agrees to make payment to AshBritt within 15 days of invoice.
B. The balance of AshBritt's fees and charges for the performance of the Scope of Work will be paid within 30 days from the Customer's receipt of the final invoice from AshBritt.
3. Invoicing and Payment. AshBritt shall submit to Customer itemized invoice(s) setting forth the total amounts due in accordance with the Rate Schedule for services utilized in performance of the Scope of Work. If payments are not received timely, Customer agrees to pay all costs of collections up to and including court costs, reasonable attorney's fees and interest charges at the lesser of 1) 1.5% per month, or 2) the maximum lawful interest rate. No retainage will be withheld from payments.
4. Overtime Rates. Customer agrees that overtime rates will be billed by AshBritt and paid by customer based upon entitlement of employee notwithstanding where initial 40 hours, or any part thereof, were worked by employees for AshBritt on other projects.
5. Responsibility for Payment. Customer agrees to make payment to AshBritt for services rendered hereunder in the amounts and on the terms specified above, regardless of whether Customer is entitles to reimbursement for such costs from Customers or from some other person's or entity's insurance carrier or any other source.

6. Best Efforts. AshBritt and Customer acknowledge that the property which is the subject of the Work may have been involved in a fire, flood, or other catastrophe. AshBritt will perform the Work on a "best efforts" basis, but cannot, and therefore does not, guarantee or warrant that any of the property will be operational or free from defect following completion of the Work.
7. Causes Beyond Control. If any circumstance or event which is beyond the reasonable control of AshBritt delays the performance of any of AshBritt's obligations under this agreement or makes any of those obligations impossible to perform, AshBritt will not have any liability for that delay or non-performance.

8. Consents and Permits. Any federal, state, or local permits or consents required for the performance of the Work are the responsibility of the Customer; provided that, if made a part of the Work, AshBritt may obtain such permits and consents at Customer's expense. Both AshBritt and Customer will comply with all applicable governmental regulations, statutes, laws and ordinances.
9. Disposal. Disposal of any Hazardous Material (including specimens or samples) or any property that contains Hazardous Material, removed by AshBritt under this Agreement will be in the name of the Customer and under any applicable generator number or other identification assigned by the Customer.

Categories/Descriptions

10. Indemnity. Each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents,from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, and/or the conditions to which theContract pertains, to the extent that any such claim, demand, cause of action and/of liability is attributable to the breach of Contract or other fault of theindemnifying party. Customer on it's behalf and on behalf of including but not limited to Owners, Management Companies, Tenants and Occupants indemnifiesAshBritt against loss or damage to personal property and/or content during the performance of services within the areas of remediation.

11. Confidential Information. AshBritt and Customer mutually agree to maintain in confidence and will not, directly or indirectly disclose or use, either during or afterthe term of this Agreement, any proprietary or confidential information belonging to the other party, whether it is in writing or permanent form, except to the extentnecessary to perform the work until such time as said information has become public knowledge.

12. No Consequential Damages. No party shall in any action or proceeding or otherwise assert any claim for consequential damages against any other party to this reasonable attorney's fees and court costs.Contract on account of any loss, cost, damage or expense which such party may suffer or incur because of any act or omission of any other party to this Contract orits agents or employees in the performance of a party's obligations under this Contract, or any other cause of action (including negligence) arising out of or relatedto transactions in connection with this Contract, or otherwise, and each party expressly waives any such claims.

13. Labor Considerations.

A. The labor rates stated above are per hour for the first 40 hours worked (or 8 hours a day in California or where mandated by prevailing wage requirements) in a week beginning on Monday.

B. Labor rates for work performed over 40 hours in a week (or 8 hours a day in California or where mandated by prevailing wage requirements) will becharged at one and one-third (1-1/3) times the stated hourly rates except where collective bargaining agreements or prevailing wage requirements mandate premium time to be paid Saturday, Sunday and Holidays. In such an event, one and one-third (1 - 1/3) time the stated rates or the multipliermandated by prevailing wage requirements shall be applicable.

C. Travel time will be charged, at stated hourly rates, when employee lodging is more than 50 miles from the project location or when emergency conditions exist that result in one way travel time of 60 minutes or greater. In either case, a minimum of one hour will be charged per individual, each way.

D. All documented costs for other applicable travel costs (airfare, rental cars, cab fare, etc.) will be reimbursed to AshBritt at cost plus 10%.

E. Per diem and lodging will be charged at a rate of $125 per employee, per day for all employee classifications

F. A minimum surcharge of $25 per hour will be added to the stated rates for any employee classification whereby their trade is covered by a collective bargaining agreement, or for any employee subject to prevailing wage rates.

G. A Remediation Worker (RW) is defined as a person who utilizes a respirator to protect himself/herself from the potential exposure to any hazardous substance, including nuisance dust.

H. Warehousemen and drivers supporting the on site work activity will be billed at the General Laborer rate.

14. Equipment Rental Considerations.

A. Unscheduled Rental Equipment and Consumables. For equipment and consumables not listed that is rented for the project by AshBritt the rate invoiced to the Customer will be the rate charged to AshBritt plus 10% + 10%. Freight is excluded.

B. Unscheduled Purchased Equipment. If special equipment not listed above is purchased for the project the daily rental will be 10% of the purchase price.

Temporary Warehousing Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Option 1

Storage Containers

Description	Rate	Unit
40' Conex Box	$3,000.00	Per month
20' Conex Box	$2,000.00	Per month

Note: Transportation not included.

Option 2

Fabric Structures (Reinforced)

Description	Rate	Unit
82' w x 98' l, 10' side, 23' peak Structure	$13,603.80	First month

Hazardous Materials General Labor Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Title	Level	Abbr.	Rate	Unit
Project Manager	Upper Level	ULM	$160.00	Per hour
Mid Level Manager	Middle Level	MLM	$124.00	Per hour
Professional	Upper Level	ULP	$116.00	Per hour
	Middle Level	MLP	$105.00	Per hour
	Lower Level	LLP	$85.00	Per hour
Technical	Upper Level	ULT	$97.00	Per hour
	Middle Level	MLT	$70.00	Per hour
	Lower Level	LLT	$50.00	Per hour
Secretarial/Clerical			$65.00	Per hour
Equipent Operator			$55.00	Per hour
Laborer			$40.00	Per hour
Per diem			$135.00	Per day

Hazardous Materials Equipment/Materials Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Description	Unit	Rate
250 galllon Poly Tank	Day	$111.00
Absorbant Boom -bags	Each	$132.00
Absorbant Pads - boxes	Each	$138.00
Air Compresor 185 cfm	Day	$130.00
Air Compresor Small	Day	$63.00
Air sampling Vacuum Pump	Day	$37.00
Bladder Pump	Day	$99.00
Cement - Bags	Each	$44.00
Centrifugal Pump/Hoses	Day	$68.00
Chain saws	Day	$78.00
Coil Rope	Each	$37.00
Concrete Saw	Day	$71.00
Conductivity, ph, thermometer Set	Day	$30.00
Contaminated Material - total tons	Tons	Cost + 23%
Core Drill w. 6" bit	Day	$146.00
Data logger with Transducers	Day	$188.00
Disposable 1 micron Filter	Each	$26.00
Dissolved Oxygen Meter	Day	$47.00
Double Ring Infiltrometer	Day	$86.00
Drum Roller compactor	Hour	$169.00
Electric Hand Tools (drill, saw, sander etc)	Ea/day	$16.00
Explosimeter	Day	$32.00
Gas Chromatograph, portable	Day	$498.00
Ground Penertrating Radar	Day	$1,039.80
Hand Auger	Day	$14.00
Hand Tools per employee	Day	$32.00
Harbour Boom	ft/day	$3.00
High Pressure Steam Cleaner	Day	$193.00
Mini Excavator	Hour	$58.00
Oil Water probe	Day	$50.00
OVA	Day	$203.00
Plate Compactor	Day	$127.00
Ponar Dredge sampler	Day	$68.00
Portable Light stand	Day	$63.00
Portable Sampler (Peristaltic pump)	Day	$68.00
Safety Equipment Level C	Day	$78.00
Safety Equipment Level D	Day	$156.00
Sediment Sampler	Day	$40.00
Street Sweeper	Day	$780.00
Surveying Equipment	Day	$58.00
Teflon Bailer	Day	$11.00
Teflon Tubing	Foot	$4.00
Traffic control Vests cones barriers etc	Day	$86.00
Turbidity Meter	Day	$42.00
Visqueen - Rolls	Each	$136.00
Water level Indicator	Day	$48.00
Well and Well screens	Each	Cost + 23%
Well Point Install	Each	Cost + 23%
WellPoint Rental	Day	Cost + 23%
workboat w/o motor	Day	$130.00
YSI Meter/ Multi meter	Day	$130.00
Personal Protective Equip., Level A (Dupont RS562T)	Per Unit	$895.00

Hazardous Materials Equipment/Materials Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Description	Unit	Rate
Personal Protective Equip., Level B (Dupont R3123T)	Per Unit	$395.00
Personal Protective Equip., Level C (Dupont C2127T)	Per Unit	$195.00
Cascade Air Filtration Panel	Day	$140.00
Air Filtration Panel	Day	$55.00
Airline Respirator	Day	$210.00
High Hazard Personnel Deccontamination	Per Kit	$40.00
Low Hazard Personnel Decontamination	Per Kit	$15.00
Personnel Retreival System	Day	$140.00
Personnel Retreival Harness	Day	$24.00
Combustible Gas Indicator	Day	$75.00
Toxic Gas Detector	Day	$150.00
Photoionization Dectector	Day	$110.00
Hazmat Kit	Day	$325.00
Hand Auger, Stainless Steel	Day	$20.00
Hand Operated Transfer Pump	Day	$65.00
1" Diaphram Pump (1")	Day	$125.00
2" Diaphram Pump (2")	Day	$160.00
2" Diaphram Pump S.S. (2" S.S.)	Day	$275.00
3" Diaphram Pump (3")	Day	$250.00
6" Diaphram Pump (6")	Day	$1,280.00
1" Suction or Discharge Hose (1")	Day	$46.00
2" Suction or Discharge Hose (2")	Day	$70.00
3" Suction or Discharge Hose (3")	Day	$90.00
6" Suction or Discharge Hose (6")	Day	$145.00
2" Chemical Suction or Discharge Hose (2")	Day	$140.00
3" Chemical Suction or Discharge Hose (3")	Day	$180.00
6" Chemical Suction or Discharge Hose (6")	Day	$650.00
Diesel Powered Generator 60-80kw	Day	$245.00
Electrical Cord Station 50'	Day	$35.00
Spike Bar	Each	$40.00
Airless Spray (With operator)	Day	$275.00
Pressure Washer (With operator)	Day	$255.00
Waterhose Section (Garden)	Each	$35.00
Cutting Torch (With operator)	Day	$175.00
Wire Welder (With operator)	Day	$225.00
Air Blower (With operator)	Day	$175.00
HEPA Vac (With operator)	Day	$480.00
Barrel Cart	Day	$15.00
Wheelbarrow	Day	$15.00
Oil Dry Spreader	Day	$18.00
Traffic Control Vest, Cones, Flags, Barrels, etc	Day	$225.00
Drill w/ Bits	Day	$40.00
Grounding Cable and Rod	Day	$15.00
Circular Saw	Day	$30.00
Hand Tool per employee *(shovels, brooms etc.)	Day	$30.00
Tool Kit (Hammers, Pliers, Screwdrivers)	Day	$45.00
Wrench Kit (Bung wrench, speed, etc)	Day	$25.00
Step Ladder	Day	$9.50
Extension Ladder	Day	$11.50
Photographic Equipment	Day	$125.00
Level A Suit (Kappler Responder)	Each	$800.00
Level B Suit (Kappler Responder)	Each	$350.00

Hazardous Materials Equipment/Materials Price Schedule

Optional Services: County of Hidalgo, TX, RFP

Description	Unit	Rate
Level C Suit (Kappler Responder)	Each	$225.00
Tyvek Coveralls (DuPont)	Each	$25.00
Proshield (DuPont NG127s)	Each	$85.00
Saranex (DuPont SL127T)	Each	$95.00
Acid Suit	Each	$95.00
Rain Suit	Each	$35.00
Neoprene Gloves, Pair	Pair	$12.00
Nitrile Gloves, Pair	Pair	$8.00
Silvershied Gloves	Pair	$12.00
PVC Gloves	Pair	$7.50
Cotton or Latex Gloves	Pair	$8.50
Leather Work Gloves	Pair	$12.50
PVC Boots (Haz Mat)	Pair	$32.50
Boot Covers	Pair	$15.00
Hearing Protection	Pair	$8.00
Detector Tubes	Each	$18.00
Ph Paper	Pack	$25.00
Spill Classifier	Each	$15.00
Respirator Airline 50' Section	Each	$175.00
Respirator Cartridges	Pair	$35.00
Handheld Radios	Each	$75.00
5"x10' Absorbent Boom-Petroleum (CEP-WB510)	Bale of 4	$105.00
8"x10' Absorbent Boom-Petroleum (CEP-WB810)	Bale of 4	$155.00
3"x 12' Absorbent Boom-Universal (CEP-HAZSOCIO)	Bale of 4	$70.00
Absorbent Pads Bundle-Petroleum (CEP-WP100H or equal)	Bundle	$87.50
Absorbent Pads Bundle-Universal (CEP-OPP15 or equal)	Bundle	$132.50
Oil Dry (CEP-FLAB50 or equal)	Bag (40lb)	$15.00
Peat Moss (CEPEXSORB or equal)	Bag	$35.00
Vermiculite (CEP-VERM4 or equal)	Bag	$30.00
Soda Ash Bag (CEP-SODASH or equal)	Bag	$30.00
4 mil 20x100 polyethlene (4 mil)	Roll	$47.50
6 mil 20x100 polyethlene (6 mil)	Roll	$62.50
6 mil bags (6 mil)	Case	$55.00
Duct Tape (N/A)	Roll	$6.00
55 Gallon Drum Overoak (CEP-1230YE or equal)	Each	$110.00
55 Gallon Drum Liners (10 mil)	Each	$225.00
Fiber Drums (55 gallon)	Each	$55.00
30 Gallon Overpak (CEP-1230YE or equal)	Each	$115.00
95 Gallon Overpak (CEP-1237YE or equal)	Each	$275.00
DOT Hazardous Waste Lables (DOT)	Box	$35.00
Fire Extinguisher	Each	$75.00
Caution/Hazard Tape	Roll	$28.00
Respirator Wipes	Box	$20.00
ChemTape , 10' roll (Kappler)	Roll	$15.00

Note:

Any other equipment used by subcontractor will be charged at Subcontractor rate plus 23%

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: fianl draft/ashbritt

From : Steve Crain <scrain@atlashall.com> Fri, Aug 07, 2015 10:32 AM

Subject : RE: fianl draft/ashbritt

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

Looks good.

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Friday, August 07, 2015 10:59 AM
To: Steve Crain
Subject: fianl draft/ashbritt

Please see attached with the last changes we talked about.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

AI-50951 **Purchasing Department** **20. C. 1.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, 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 service;

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 "Cesar Chavez Road Improvements" for Pct. 2.

EVALUATION	L&G ENGINEERING	B2Z ENGINEERING	SOUTH TEXAS INFRASTRUCTURE GROUP, LLC
SCORING	95	94	93
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for "Cesar Chavez Road Improvements" for Pct. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-334

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

BUDGETARY IMPACT:

Attachments

Scoring Grid-Cesar Chavez Road Improvements-Pct 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/14/2015 05:02 PM
Budget & Management	Debbie Tamez	08/14/2015 05:19 PM
Auditor's Office	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Rocio Villarreal Started On: 08/14/2015 03:52 PM
Final Approval Date: 08/14/2015

HIDALGO COUNTY PRECINCT NO 2

FOR

CESAR CHAVEZ ROAD IMPROVEMENTS

Scoring & Evaluation GRID

Total Scores	L&G ENGINEERING	B2Z ENGINEERING	SOUTH TEXAS INFRASTRUCTURE GROUP, LLC
Evaluator 1	95	94	93
RANKING			

Scoring & Evaluation was completed by Pct No 2

AI-50917 **Purchasing Department** **20. D. 1.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, 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 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 providers for the purposes of ***"ON CALL"*** **[Construction Material Testing/GEO Technical Services]** for projects located within **Hidalgo County Precinct No. 4;**

ENGINEERING FIRMS:

Firms	**L&G Engineering**	**Millennium Engineers Group, Inc.**	**Earth Company, LLC**
Total Scores	**98**	**97**	**96**
Ranking			

c. Authority for the Purchasing Department to negotiate a professional engineering services agreement with the No. 1 ranked firm _____ for the purposes of ***"ON CALL"*** **[Construction Material Testing/GEO Technical Services]** for projects located within **Hidalgo County Precinct No. 4**.

BACKGROUND

Memo Request/Evaluation/Scoring by Precinct 4

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Pct will identify funding

Attachments

MEMO-REQUEST BY PCT 4

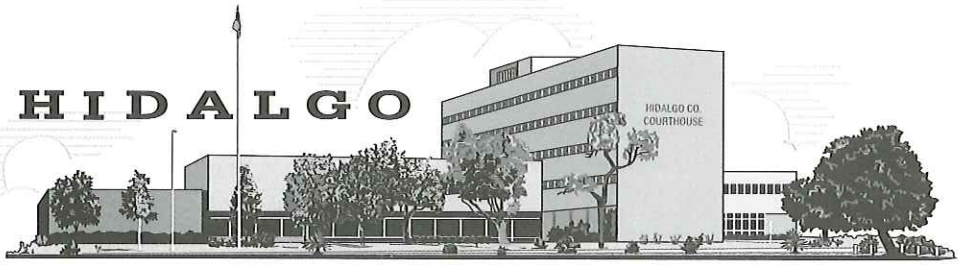
GRID-(ON CALL) PE-CMT-GEO TECH SVCS-PCT 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/14/2015 03:19 PM
Budget & Management	Debbie Tamez	08/14/2015 03:43 PM
Manuel Chapa	Manuel Chapa	08/14/2015 03:52 PM
Auditor's Office	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Letty Saenz		Started On: 08/14/2015 08:38 AM
Final Approval Date: 08/14/2015		

COUNTY of HIDALGO

JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

August 13, 2015

Letty Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 S. Bus Hwy 281
Edinburg, Texas 78539

Re: Statements of Qualifications for Professional Construction Materials Testing and Geo Technical Testing Services

PCT 4- On Call Construction Materials Testing and Geo Technical Testing

Dear Ms. Saenz,

Attached you will find the three evaluations for the following professional construction materials testing & geo technical services:

Professional Engineering Services

1. L&G Engineering
2. Millennium Engineers Group, Inc.
3. Earth Co., LLC

As requested all have been evaluated once by the same evaluator. Please proceed with the submission to Commissioners Court for approval as soon as possible. The accounts we will reference for this agenda item will be ***5-1200-431-00-124-007-0-334*** *as provided by Veronica Lopez.*

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Maria (Lulu) Lucio
Precinct #4

EVALUATION & SCORING GRID

PROFESSIONAL ENGINEERING SERVICES
for
(ON CALL)
"CONSTRUCTION MATERIAL TESTING & GEO TECHNICAL SERVICES"
within
HIDALGO COUNTY PRECINCT No. 4

Engineering Firms

FIRMS	L&G Engineering	Millennium Engineers, Group, Inc.	Earth Co., LLC
Score by Evaluator 1	98	97	96
Ranking/Selection By HC Comm Crt			

Evaluation/Scoring -completed by HC Precinct No. 4 staff – Maria D. Lucio

AI-50608 **Purchasing Department** **20. E. 1.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Elena Gomez, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption form competitive bidding requirements under Texas Local Government Code 262.024 (a)(7) -"an item that can obtained from only one source";

B. Approval of the Sole Source Declaration for "SHAH Software, Inc." for the "Client Tracking Software", to include the purchase of all future upgrades, software, maintenance-support and related services for the Hidalgo County-Community Service Agency for $9500.00 for the first year and 5% increase every year thereafter, Term of Contract is for one (1) year and to be renewed Automactically every year after that and is to remain in effect unless revoke by either party.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

CSA will be providing the sources.

Attachments

Agreement
Sole Source Affadavit
Legal's Approval
backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/06/2015 09:49 AM
Budget & Management	Veronica Ortiz	08/07/2015 01:32 PM
Glinda Pacheco	Veronica Ortiz	08/12/2015 03:56 PM
Manuel Chapa	Manuel Chapa	08/14/2015 03:29 PM

Auditor's Office	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Elena Gomez		Started On: 07/23/2015 01:18 PM
Final Approval Date: 08/14/2015		

LICENSE AGREEMENT

This License Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") by and between the following:

LICENSOR: SHAH SOFTWARE, INC.
13601 PRESTON RD, SUITE E 450
DALLAS, TX 75240
(800) 968-2748
(432) 224-1014 (FACSIMILE)

LICENSEE: COUNTY OF HIDALGO COMMUNITY SERVICE AGENCY
PO BOX 204
EDINBURG, TX 78540

PHONE: 800-522-4021

RECITALS

WHEREAS Licensor develops and markets web based computer software applications (on demand software) for Client Tracking commonly referred to "CaseManager - NewGen ", and

WHEREAS Licensee desires to acquire a license to upgrade their current Client Tracking software and Licensor desires to grant Licensee the license.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1. "Software" means Licensor's core web-based software application for Client Tracking, Project Tracking known as "**CaseManager – NewGen**". Software as used herein shall also include any options or modules added to the core application as identified on Exhibit B hereto, incorporated herein, which may include linking to Hardware and custom modules.

1.2 "Documentation" means all user manuals and other written material created by Licensor to describe the functionality or assist in the use of the Software.

1.3. "Hardware" means the optional hardware, if any, identified on Exhibit C, attached hereto and incorporated herein, procured for Licensee by Licensor.

Licensee initial _____

1.4 "License Fee" means the fee to be paid by Licensee to Licensor as consideration for the license(s) granted under this Agreement and the right to use the Software and the Documentation, as further described herein and on Exhibit A.

2. GRANT OF LICENSE

2.1. Grant. Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a nonexclusive, nontransferable license in the Software, to use the Software exclusively for Licensee’s business purposes and to use the Documentation solely in connection with Licensee's use of the Software, for use only by the number of licensed users permitted on Exhibit A.

2.2. License Restrictions. Except as specifically granted in this Agreement, Licensor owns and retains all right, title, and interest in the Software, Documentation, and any and all related materials. This Agreement does not transfer ownership rights of any description in the Software, Documentation, or any related materials to Licensee or any third party. Licensee will not modify, reverse engineer, or decompile the Software, or create derivative works based on the Software. Licensee will not grant access to the Software to any persons or entities other than Licensee's employees, consultants, or contractors and then only to the number of licensed users specified in Exhibit A. Licensee may not sell the Software or right to use the Software to any person or make any other commercial use of the Software. Licensee will retain all copyright and trademark notices on the Software and Documentation and will take other necessary steps to protect Licensor's intellectual property rights.

Licensee initial _____

3. FEES & COSTS

3.1. License Fees. In consideration for the License granted to Licensee under this Agreement, Licensee shall pay Licensor:

(a.) Annual License Fee The fee provided in Exhibit A attached hereto, and incorporated herein, annually, in advance for each term of this Agreement, which includes the Software license fee, annual maintenance and support, web hosting few and the fees for any additional module or component identified on Exhibit B.

(b.) Initial Set-up, Account Creation, Software Upgrade and Map Licensing. A one-time, non-reoccurring fee of NA payable on or after the Effective Date but prior to the Commencement Date.

3.3 Taxes. In addition to other amounts payable under this Agreement, Licensee will pay any and all federal, state, municipal, or other taxes, duties, fees, or withholding currently or subsequently imposed on Licensee's use of the software or the payment of the License Fee or Hardware costs to Licensor, other than taxes assessed against Licensor's net income. Such taxes, duties, fees, withholding, or other charges will be paid by Licensee or Licensee will provide the appropriate authority with evidence of exemption from such tax, duty, fee, withholding, or charge. If Licensor is required to pay any such tax, duty, fee, or charge, or to withhold any amount from monies due to Licensor from Licensee pursuant to this Agreement, Licensee will promptly reimburse Licensor any such amounts.

4. LICENSOR'S OBLIGATIONS

4.1. Deliverables. On the Commencement Date or Conversion Date specified in Exhibit A of this Agreement, Licensor will provide (i) access to the Software, limited to the number of users as specified in Exhibit A, for Licensee’s use, together with the Documentation.

4.2. Support and Maintenance. For so long as Licensee subscribes to the Software, and for so long as Licensor offers support and maintenance for users of the Software, Licensor will provide Licensee with telephone technical support, software upgrades as developed, webinars on request in connection with Licensee's use of the Software included in Licensee’s annual license fee.

Licensee initial _____

5. TERM AND TERMINATION

5.1. Term. This Agreement is effective on the Effective Date first specified above. The license granted under this Agreement becomes effective on the Commencement Date/ Conversion Date specified in Exhibit A. The initial term of this Agreement shall be one (1) year from the Commencement Date/Conversion Date specified in Exhibit A. Unless sooner terminated as set forth in Sections 5.2 and 5.3, below, the Agreement will automatically renew with a 5% annual increase and continue in effect for subsequent one (1) year terms immediately upon the expiration of the then current term until the expiration of Licensor's rights in the Software.

5.2. Termination for Convenience. Licensor or Licensee may terminate the Agreement at any time and from time to time on thirty (30) days' prior written notice to the other. Licensor's notice of any termination for convenience must be accompanied by a refund of any prorated payments received by Licensor in advance for months beyond the termination date. Licensor may also terminate this Agreement as to any additional modules, applications, or components in excess of the core application (as identified on Exhibit B) upon thirty (30) days' written notice (without discount or refund) if (i) Licensor's core software application no longer supports such additional modules, applications, or components or (ii) Licensee fails to upgrade any Hardware or acquire additional hardware necessary to make such modules, applications, or components compatible with Licensor's core application software.

5.3. Termination for Cause. Either party, as applicable, will have the right, in addition, and without prejudice to any other rights or remedies, to terminate this Agreement as follows:

a. By Licensor, on 3 days' written notice, if Licensee fails to pay the amounts due to Licensor pursuant to this Agreement;
b. By Licensor, on 15 days' written notice, if there is a change in control of Licensee, whether by sale of assets, stock, merger, or otherwise;
c. By either party for any material breach of this Agreement, other than failure to make payments under Section 3, that is not cured within 10 days of receipt by the party in default of a notice specifying the breach and requiring its cure; or
d. By either party, immediately on written notice, if: (i) all or a substantial portion of the assets of the other party are transferred to an assignee for the benefit of creditors, to a receiver, or to a trustee in bankruptcy; (ii) a proceeding is commenced by or against the other party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days; or (iii) the other party is adjudged bankrupt.

5.4. Rights on Termination. Licensor has and reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized use of the Software or

Licensee initial _____

Documentation, including, without limitation, terminating Licensee's access to the Software. Sections 6, 7, and 8 will survive termination or expiration of this Agreement as will any cause of action or claim of either party, whether in law or in equity, arising out of any breach or default.

Licensee initial _____

6. WARRANTIES, DISCLAIMER, AND LIMITATIONS

6.1. Warranties.

(a.) Software and Documentation. Licensor hereby warrants to Licensee that Licensor is the owner of the Software and the Documentation or has the right to grant to Licensee the license to use the Software and Documentation in the manner and for the purposes set forth in this Agreement without violating any rights of a third party.

(b.) Third Party Goods or Services. To the extent the items delivered pursuant to this Agreement include any product developed, manufactured, or delivered by a person or entity other than Licensor, including but not limited to goods, services, software, licenses, applications or code, mobile data computers, tablets, or terminals, LICENSOR EXPRESSLY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. All such third party products are delivered and accepted by Licensee "AS-IS, WHERE-IS, and with ALL FAULTS."

6.2. Disclaimer. THE WARRANTIES SET FORTH IN SECTION 6.1, ABOVE, ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION: (a) ANY WARRANTY THAT THE SOFTWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

6.3. Remedies on Breach of Warranty. In the event of any breach of the warranty set forth in this Section 6, Licensee's exclusive remedy will be for Licensor to refund the license fees actually received from Licensee and applicable to service dates from the date of breach forward.

6.4 Limitation of Liability. LICENSOR IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF PROFITS, REVENUE, DATA, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION

Licensee initial _____

IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF LICENSOR OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. CONFIDENTIALITY

7.1. Confidentiality. Licensee acknowledges that the Software and Documentation, and all information relating to the business and operations of the Licensor that Licensee learns or has learned during or prior to the term of this Agreement, is the valuable, confidential, and proprietary information of the Licensor. During the period this Agreement is in effect, and at all times afterwards, Licensee, and its employees, contractors, consultants, and agents, will:

a. safeguard the confidential information with the same degree of care that it uses to protect its own confidential information;
b. maintain the confidentiality of this information;
c. not use the information except as permitted under this Agreement; and
d. not disseminate, disclose, sell, publish, or otherwise make available the information to any third party without the prior written consent of Licensor.

7.2. Limitations on Confidentiality Restrictions. Section 7.1 does not apply to any information that:

a. Is already lawfully in the Licensee's possession (unless received pursuant to a nondisclosure agreement);
b. Is or becomes generally available to the public through no fault of the Licensee;
c. Is disclosed to the Licensee by a third party who may transfer or disclose such information without restriction;
d. Is required to be disclosed by Licensee as a matter of law (provided that the Licensee will use all reasonable efforts to provide the disclosing party with prior notice of such disclosure and to obtain a protective order therefore);
e. Is disclosed by the Licensee with the disclosing party's approval; and
f. Is independently developed by the Licensee without any use of confidential information.

In all cases, the receiving party will use all reasonable efforts to give the disclosing party 10 days' prior written notice of any disclosure of information under this agreement.

7.3. Injunctive Relief for Breach. Licensor and Licensee acknowledge that any breach of Section 7.1 by a receiving party will irreparably harm Licensor. Accordingly, in the event of a breach, Licensor is entitled to promptly seek injunctive relief, without the requirement to post a bond, in addition to any other remedies that Licensor may have at law or in equity.

Licensee initial _____

8. GENERAL

8.1. Assignment. Licensee may not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without Licensor's prior written consent. This Agreement will be binding on the successors and assigns of Licensee.

8.2. Entire Agreement. This Agreement, along with the Exhibits attached and referenced in this Agreement, including Licensor's "Terms and Conditions" attached hereto as Exhibit D as may be amended from time to time, constitute the final and complete understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter contained in this Agreement.

8.3. Notices. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement will be effective when received, and will be sufficient if given in writing, hand-delivered, sent by facsimile with confirmation of receipt, sent by First Class Mail, return receipt requested, postage prepaid, or sent by overnight courier service and addressed as provided on page 1 of this Agreement or such other address as the parties may provide to the other in writing.

8.4. Governing Law and Jurisdiction. The license is sold and delivered in Hidalgo County, Texas. This Agreement will be governed by and construed in accordance with Texas law, without regard to the principles of conflict of laws. Venue shall be proper only in Hidalgo County, Texas.

8.5. Severability. In case any provision of this Agreement is held to be invalid, unenforceable, or illegal, the provision will be severed from this Agreement, and such invalidity, unenforceability, or illegality will not affect any other provisions of this Agreement.

8.6. Attorney's Fees. To the extent permitted under the Constitution and laws of the State of Texas, in the event of any dispute between the parties arising out of this Agreement, a party awarded damages or a permanent injunction will be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorney's fees and costs.

Licensee initial _____

IN WITNESS, the parties have caused this Agreement to be executed as of the date written above.

LICENSOR: **SHAH SOFTWARE, INC.**

By:_____
Jagat Shah, President

LICENSEE: _____

By: _____

Name: _____

Title: _____

Licensee initial _____

EXHIBIT A

NO. OF LICENSED USERS:	**TWENTY SIX**
SCAN SPACE:	**50 MB**
YEARLY LICENSE FEE: - 5% Increase on subsequent license renewal as mentioned under section 5.1	**$9500**
COMMENCEMENT/CONVERSION DATE:	_____

Licensee's Initials: _____

Licensee initial _____

EXHIBIT B

ADDITIONAL APPLICATIONS OR MODULES:

ONE WEBINAR STAFF TRAINING - INCLUDED

Licensee's Initials: _____

Licensee initial _____

EXHIBIT D

TERMS OF USE

User agrees to abide by these terms of use, as may be changed from time to time upon notice in the Licensor's sole discretion.

Disclaimers. **USER HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE; ANY WARRANTY OF COMPATIBILITY BETWEEN THE SYSTEM, EQUIPMENT, SOFTWARE, OR DATA PROVIDED BY LICENSOR AND CUSTOMER OWNED EQUIPMENT OR SOFTWARE; OR ANY LIABILITY IN NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE, WITH RESPECT TO THE SYSTEM, EQUIPMENT, SOFTWARE, DATA, OR SERVICES FURNISHED HEREUNDER, USER AGREES THAT LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES, EVEN IF ADVISED OF THE RISK OF SUCH DAMAGES IN ADVANCE.** Although Licensor has attempted to find and correct any bugs in the software, Licensor is not responsible for any damage or losses of any kind caused by the use or misuse of the programs. Licensor shall not be liable nor deemed to be in default of this Agreement for any delays, errors, malfunctions, compatibility problems, or breakdowns with respect to the system, equipment, data, or services provided hereunder or used in connection herewith.

Payment. User shall pay to Licensor in advance the fees pursuant to its License Agreement. Licensor shall notify User of any rate increase at least ten (10) days before same takes effect. Failure of Licensor to issue any invoice or bill shall not relieve User of the obligation to pay for any charge owed Licensor hereunder. User shall pay all fees and other charges within the earlier of fifteen (15) days from the receipt of an invoice or, for a renewal license term, three (3) days of the start of the license term. In the event that User fails to pay any amount within thirty (30) days of the date due, Licensor shall be entitled to interest on the amounts due at the highest rate allowed by law from the date due until payment in good funds is received by Licensor. Licensor shall also have the right to terminate User's access, without notice, if any invoice remains unpaid for more than thirty (30) days. User shall pay all sales, use, personal property, excise, license, and any other taxes or similar fees, charges, or assessments which arise as a result of User's use of the software.

Notice. All notices, requests, demands, or other communications hereunder shall be in writing, hand delivered, sent by first class mail, overnight mail, or facsimile (upon electronic confirmation that the transmission was received), and shall be deemed to have been given when received at the addresses stated on this invoice. Any notice provided by facsimile which is received after 4:00 p.m. local time shall be deemed received the following business day. A party may change its addresses for notice on not less than ten (10) business days' prior written notice to the other party.

Confidential & Proprietary Information. User understands that the information it has access to through the right of access to Licensor's software and/or facilities is of a confidential and proprietary nature, and User may hereinafter have access to other information of Licensor which is of a confidential and proprietary nature and could result in irreparable harm to Licensor if any such confidential or proprietary information is directly or indirectly: (1) used by User for any purpose other than as specifically set forth herein; or (2) disclosed to any third party. Accordingly User agrees not to use the information for other purposes or disclose or allow access to such information or software to any third party. User agrees that a breach of these conditions shall be grounds sufficient for immediate termination of its use and legal as well as injunctive relief.

Modifications. Licensor retains the right, in its sole discretion, to enhance, modify, or alter the operation of the software at any time and further retains the right to make such enhancements, modifications, or alterations generally available to other users of the software.

Title. Title and full and complete ownership rights to all Licensor's owned or developed software (including source and object code) and other technical specifications, addresses, or configurations (collectively the "Software") associated with or contained in the system or used by User in connection herewith shall remain with Licensor. User understands and agrees that Licensor's owned or developed Software is Licensor's trade secret, proprietary information, and confidential information whether any portion thereof is or may be validly copyrighted or patented. Any Software provided to User is provided by license only, and such license is personal, nonexclusive, nontransferable, and limited to the right to use such Software only according to guidelines established by Licensor from time to time. Such Software shall be utilized by User only in accordance with these Terms of Use and shall not be copied, duplicated, reproduced, manufactured, decompiled, reverse engineered, incorporated into any software (including any source code, object code, or algorithms), modified or disclosed in any form by any media to any other person or party. User agrees to abide by any terms imposed by any third party that has directly or indirectly licensed Licensor to use Software in relation hereto.

Miscellaneous. Nothing herein is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between the parties.

The captions herein are for convenience only and in no way define, limit, or enlarge the scope of any of the provisions therein.

No waiver by either party of any provision or any breach of this agreement constitutes a waiver of any other provision or breach, and no waiver shall be effective unless made in writing. The right of either party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance, or course of dealing.

Except for User's obligation to make payments hereunder, neither party will be deemed in default as a result of a delay in performance or failure to perform its obligations caused by acts of God or governmental authority, strikes or labor disputes, fire, acts of war, failure of third-party suppliers, or for any other cause beyond the control of that party.

User shall not sell, assign, license, sublicense, franchise, or otherwise convey in whole or in part to any third party any of the services provided hereunder without the prior written consent of Licensor.

This is a nonexclusive agreement. Similar agreements may be entered into by either party with any other person.

This agreement shall be governed by, construed, interpreted, and enforced according to the laws of the State of Texas, without regard to principles of conflict of laws and rules. Each party hereby consents to the nonexclusive jurisdiction of the courts of the State of Texas and United States federal courts located in the State of Texas to resolve any dispute arising out of this agreement.

In the event that any material provision of these terms are determined to be invalid, unenforceable, or illegal, then such provision shall be deemed to be superseded and the parties' agreement modified with a provision which most nearly corresponds to the intent of the parties and is valid, enforceable and legal.

Licensee initial _____

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Jagat Shah (Person's name) a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Jagat Shah (Person's Name), I am over the age of 18 have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Shah Software, Inc. (Company's name)
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s).
   CaseManager-NewGen
4. Competition in providing the above named item(s),), product(s) or service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under section 2626.024(a)(7)(A), of the Local Government Code. Also attached hereto is a sole source letter, which sets forth the reasons why this vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature: _____

SWORN AND SUBSCRIBED TO under oath before me on 23rd day of June 20 15.

NOTARY PUBLIC

ESTRELLA L. FLORES
MY COMMISSION EXPIRES
August 5, 2015

Estrella L. Flores
PRINTED NAME

08/05/205
MY COMMISSION EXPIRES

COMPANY NAME: SHAH SOFTWARE INC
ADDRESS (city, state, & zip code): 13601 PRESTON RD #S-450 DALLAS, TX 75240
PHONE #: 800 968 2748 FAX#: 438 224 1014
CONTACT PERSON AND TITLE: JAGAT SHAH - PRESIDENT
EMAIL ADDRESS: JShah@ShahSoftware.com

Shah Software, Inc.

Customized Software Solutions

June 29, 2015

To whom so ever it may concern,

CaseManager - NewGen system from Shah Software is a copyright product of Shah Software, Inc.

Only Shah Software, Inc. is authorized to provide access to this software system, telephone support and maintenance support for the said software system.

To the best of our knowledge, 'CaseManager-NewGen' is the only system that can track clients, client services, fund expenditure, community based projects along with integration to Book Keeping.

A full functional description can be provided on request.

Sincerely,

Jagat Shah

Shah Software

13601 PRESTON RD, SUITE E450, DALLAS, TX 75230 * Ph 800-968-2748 * Fax 432-224-1014

Zimbra **elena.gomez@co.hidalgo.tx.us**

Fwd: Legal Review

From : Jaime Longoria <jaime.longoria@co.hidalgo.tx.us> Thu, Jul 30, 2015 07:52 PM
Subject : Fwd: Legal Review
To : Elena Gomez <elena.gomez@co.hidalgo.tx.us>, Rolando Garcia <rolando.garcia@co.hidalgo.tx.us>

We r ready to go.

Sent from my iPhone

Begin forwarded message:

From: "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>
Date: July 30, 2015 at 3:46:56 PM CDT
To: "'Jaime Longoria'" <jaime.longoria@co.hidalgo.tx.us>
Subject: Legal Review
Reply-To: <victor.garza@da.co.hidalgo.tx.us>

Mr. Longoria,

Our office has reviewed the License Agreement for CaseManager-NewGen, between the County of Hidalgo Community Service Agency and Shah Software, Inc., and at this time approve as to the form of the Agreement. We would recommend that any agenda item related to this matter include a request from Commissioner's Court to authorize the Executive Director of CSA to execute the agreement.

Please let me know if you have any other questions or concerns.

Respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar
Hidalgo County Purchasing Agent

Date: August 18, 2015

Re: "Sole Source Declaration" – Shah Software, Inc.

Hidalgo County Community Service Agency has utilized the Shah Software, Inc. program for the last ten [10] years. Shah Software, Inc. is the sole source designer, creator, proprietor and seller of the software used by HC-CSA.

Recently, HC-CSA required an upgrade to this software. The upgrade is necessary in order to better and more efficiently service the growing clientele that requires assistance through the agency's various programs.

Furthermore, the Purchasing Department has attached the research findings as part of the agenda item as supporting documentation [i.e. company's Affidavit and Memo].

Therefore, Hidalgo County declares Shah Software, Inc. as the Sole Source for the purchase of an upgrade [with agreement] including the Casemanager/NewGen component for the existing application.

The authority to purchase these software component upgrades and/or services from Shah Software, Inc. by Hidalgo County Elected Offices, Departments, Programs or Agencies (through all funding sources) will remain in effect unless otherwise revoked by HCCC.

AI-50604 **Purchasing Department** **20. F. 1.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of "Supplemental Agreement No. 1" to Work Authorization No. 1 to C-CAP-12-194-07-31 between Hidalgo County and L & G Engineering Laboratory, LLC resulting in an increase of $1,789.49 in the estimated amount.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-388-0-721

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

BUDGETARY IMPACT:

Funds available pending approval of AI-50885 CC 8/18/15.

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/11/2015 03:14 PM
Budget & Management	Veronica Ortiz	08/11/2015 04:58 PM
Glinda Pacheco	Veronica Ortiz	08/12/2015 03:56 PM
Auditor's Office	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Yvette Islas		Started On: 07/23/2015 10:05 AM
Final Approval Date: 08/14/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT No. 1
TO WORK AUTHORIZATION No. 1
Contract No. C-CAP-12-194-07-31

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and L & G Engineering Laboratory, LLC of Mercedes Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, **Owner** and the **Engineer** executed Work Authorization No. 1 to contract No.C-CAP-12-194-07-31 on the 31st day of July, 2012, to provide Construction Materials Testing for La Milpa Subdivision -Colonia Access Program Project in Hidalgo County Precinct No. 1.

WHEREAS, the parties now desire to amend the Projects in which the Laboratory may perform the services;

WHERAS, the parties desire to amend the Work Authorization Attachment Exhibit "D" as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Laboratory and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Supplement to the Work Authorization Attachment "D", Laboratory and County hereby agree to the following Supplement to the Work Authorization:

1. The estimated cost for services under this Work Authorization is not to exceed $4,522.47.
2. This additional cost will be funded through funding source:
   Account No. 5-1345-431-00-121-388-0-721
3. Replace Exhibit "D" with the "Revised Exhibit D".
4. PO #687658

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 Work Authorization No. 1 for Construction Materials Testing to be executed as of the 18th day of August, 2015.

THE ENGINEER:
L & G ENGINEERING LABORATORY, LLC

BY:_____
Jacinto Garza, P.E.

2100 W. Expressway 83
Mercedes, Texas 78570

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHEMENTS:
REVISED ATTACHMENT D

REVISED
ATTACHMENT D
Cost Proposal

PROJECT: Colonia Access Program Project in Hidalgo County Precinct No. One (1).

Contract # C-CAP-12-194-07-31

Colonia Name	
La Milpa Subdivision	$ 4,522.47
Total	$ 4,522.47

AI-50850 **Purchasing Department** **20. G. 1.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of bids received [as detailed and attached herein] for the purpose of awards and approval of contract documents with the responsible vendors submitting the meeting the lowest and best weapons bids and highest purchase of surplus weapons bids titled: Hidalgo County Sheriff's Office - RFB No. 2015-066-07-01-HGO - "Purchase of Weapons" to the following:
1. Colorado Sunrise Holdings, dba, TK Tactical Firearms;
2. GT Distributors, Inc.;
3. Suppressed Tactical Solutions, LLC.
B. Requesting the surplus of weapons (as detailed in the supporting documentation attached) for the purpose of selling to awarded vendors

BACKGROUND

19 bid packets were requested and distributed to interest vendors
05 bids received for review and consideration

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1229-421-00-280-007-0-751

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

BUDGETARY IMPACT:

Attachments

Backup - Contract
Backup - Tabulation/Acceptance
surplus
ins 1 Supressed tactical
ins 2 GT dist

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/12/2015 03:42 PM

Budget & Management	Veronica Ortiz	08/12/2015 04:02 PM
Manuel Chapa	Manuel Chapa	08/14/2015 03:19 PM
Auditor's Office	Monica Badillo	08/14/2015 05:32 PM

Form Started By: Heidi Ortiz Started On: 08/12/2015 09:28 AM

Final Approval Date: 08/14/2015

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Approval)

TO: Captain Richard Ozuna
Hidalgo County Sheriff's Office

via email: richard.ozuna@hidalgoso.org

FROM: *Heidi Garcia Ortiz, Buyer III*
Hidalgo County Purchasing Department

DATE: May 18, 2015

RE: **Approval or Disapproval of Specifications for:** ***Bid No.-2015-066-00-00-HGO***
"Purchase of Weapons" – Hidalgo County Sheriff's Office

Please review the following **CURRENT SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at *(956) 318-2626 ext# 4877.*

APPROVE ☒	**DISAPPROVE** ☐
APPROVE WITH MODIFICATIONS ☐	

Funds Availability: X YES/_____NO/_____

Other (Specify) _____

Budget Account No.: 5-1229-412-00-280007-0-75

Richard Ozuna Sheriff's Office 5-20-15

SIGNATURE *PRINTED NAME* *DEPARTMENT* *DATE*

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: heidi.ortiz@co.hidalgo.tx.us by no later than Tuesday, May 19, 2015

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 08, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY SHERIFF'S OFFICE***
"PURCHASE OF WEAPONS"
RFB No*: 2015-066-07-01-HGO*

Dear Participant(s):

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/hgo

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY SHERIFF'S OFFICE
"PURCHASE OF WEAPONS"
Bid No: 2015-066-07-01-HGO

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The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to **heidi.ortiz@co.hidalgo.tx.us**, and advise of missing documentation.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

June 08, 2015
Date

BID: 2015-066-07-01-HGO	Buyer: Heidi Garcia Ortiz	Tel. No: (956) 318-2626 Ext. 4877

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"PURCHASE OF WEAPONS"
RFB: 2015-066-07-01-HGO

BID OPENING DATE: July 01, 2015 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "PURCHASE OF WEAPONS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2015-066-07-01-HGO - HIDALGO COUNTY SHERIFF'S OFFICE - "PURCHASE OF WEAPONS"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, July 01, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2015-066-07-01-HGO.**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE - "PURCHASE OF WEAPONS"** 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
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**July 1, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply

with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY SHERIFF'S OFFICE
"PURCHASE OF WEAPONS"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Specifications/Requirements
Hidalgo County Sheriff's Office
"Purchase of Weapons"
RFB No. 2015-066-07-01-HGO

I. **SCOPE OF WORK:**
Hidalgo County Sheriff's Office is seeking bids for ***"Purchase of Weapons"*** in accordance with the specifications/requirements specified herein. The County's goal is to provide the Hidalgo County Sheriff's Office with state of the art service weapons and the knowledge and training to attain maximum use and performance of the weapon.

A. **SPECIFICATIONS/REQUIREMENTS:**
Performance-includes, but is not limited to the following:

1. The Vendor shall provide IWI US Tavor SAR TS B16 semi-automatic rifles and A Certified Armorers Course to be held within thirty (30) days of receipt of weapons. Weapons to be delivered (on an as needed basis) as requested by County through County purchase order (PO) issued by using department.

2. Certified Armorers Course will be hosted by Hidalgo County Sheriff's Office with a maximum of ten (10) deputies to be officially certified in the maintenance and repair of the IWI Tavor industry standard and a minimum of a sixteen (16) hour rifle course on the IWI Tavor.

3. **BIDDER MUST HAVE A CURRENT FEDERAL FIREARMS LICENSE CLASS III.**

4. It is the intention of these specifications that the vendor hereunder shall furnish, and Hidalgo County shall purchase, firearms covered by this contract which the County may require during the period of time specified.

5. In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

OPTION I
VENDOR may submit a bid solely on the sale of the weapon, and the Certified Armorers Course.

OPTION II
VENDOR may submit a bid on the sale of the weapon, Certified Armorers Course, and Trade-in/Buy Back of inventory of weapons currently held by Sheriff's Dept.

BOTH OPTION I AND OPTION II REQUIRE BIDDER TO POSSESS A CURRENT FEDERAL FIREARMS LICENSE CLASS III.

6. TRADE-IN/BUY BACK WEAPONS Under OPTION *II* Hidalgo County Sheriff's Office will list in Exhibit B-Option 2 an inventory of weapons that will be used as trade-in or buy back weapons. Pre-Bid Conference will be held on June 17, 2015 @ 2:00 p.m. at the Hidalgo County Sheriff's Academy located at 715 El Cibolo Rd., Edinburg Texas 78542. Vendors bidding on Option II will have the opportunity to inspect trade-in/buy back weapons.

7. **In *Option II*, Bidder must submit a unit price for the rifle, the Certified Armorers Course, a minimum of sixteen (16) hour rifle course on the IWI Tavor, and trade-in/buy back credit with a total net price.**

8. In ***Option II*** it shall be the responsibility of the successful vendor to make arrangements for the packing and shipping of the trade weapons and shall be done at the expense of the successful vendor.

9. The Vendor shall designate a knowledgeable representative as the contact person. If a change in the company representative occurs, the Vendor shall immediately notify Hidalgo County.
10. Bidder shall comply with the provisions of the Occupational Safety and Health Act (OSHA) and Standards and Regulations issued there under and certify that all items conform to and comply with said standards and regulations.

11. **The award of a term contract neither implies nor guarantees any minimum or maximum purchase there under.**

12. Prices quoted are to be net F.O.B. Hidalgo County prepaid.

13. The County is exempt from Federal Excise Tax, State Tax and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. All products furnished under this RFB shall be warranted by the vendor. There shall be no anomalies or defects in manufacturing of neither parts nor design defects which could cause a compromise in functional reliability (i.e. failure to fire) or create safety hazards for the shooter. The supplier shall submit written conditions and periods of warranty with the bid proposal.

15. Bidder will provide a master parts list, detailed maintenance, and assembly and disassembly manuals.

16. Any weapon returned for repair will be given priority and returned to the Sheriff's Department within ten (10) days of receipt.

REQUIRED ITEMS:

1. Hidalgo County will receive bids for the procurement of rifles for the Hidalgo County Sheriff's Office as specified herein. Bids must be received by 9:30 a.m., Wednesday, July 01, 2015.

2. Rifle: IWI US TAVOR SAR TS B16

a.	**Caliber**	**5.56 NATO**
b.	**Action**	Semi-Auto
c.	**Operating System**	Closed rotating bolt, long gas stroke on piston head
d.	**Magazine Type**	Polymer NATO STANAG type
e.	**Magazine Capacity**	30 rounds
f.	**Barrel Length**	16 ½"
g.	**Overall Length**	26 1/8"
h.	**Rifling**	Right hand, 6 groves, 1:7 inch twist
i.	**Stock Color**	Black

j.	**Stock Type**	Reinforced polymer bullpup configuration
k.	**Sights**	Folding front sight (blade) w/Trituim insert and rear sight (aperture)
l.	**Accessories**	Savvy Sniper Sling Quad QD Tavor Sling

3. Certified Armorers Course to be hosted at Hidalgo County Sheriff's Office Academy to include the following:

   a. Maximum of ten (10) deputies to be officially certified in the maintenance and repair of the IWI Tavor industry standard

   b. Minimum of sixteen (16) hour rifle course on the IWI Tavor

4. For ***Option II*** the following is a list of Item and quantity of weapons available to trade:

ITEM	QUANTITY
Springfield Armory UZI 9 mm (full auto)	2
HK MP5 9mm (full auto)	10
Remington 700 Tactical Bolt Action Rifle .308	5
Ruger Mini 14	21
Ruger Mini 14 (full auto)	8
Winchester 1300 12 gauge	93
Remington 870 12 gauge	42
Beretta 1201 Semi Auto 12 gauge	2
DPMS M16 11.5" Barrel Full Auto	4
Colt M16 20" Heavy Barrel Semi Auto	1

REQUIREMENTS, TERMS & CONDITIONS

1. Awarded vendor(s) shall provide services for one year (1) with the County of Hidalgo Contract. Hidalgo County reserves the right to extend the contract for two (2) additional one (1) year terms, under agreement with the same terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.

2. Hidalgo County reserves the right to continue this bid for additional sixty (60) days Grace period at the

end of the contract term for unforeseen delay in award of new bid for next contract term.

3. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County with a thirty (30) day written notice prior to any cancellation.

4. Hidalgo County reserves the right to award the bid to MULITPLE bidders if the County determines it is in its best interest to do so.

5. Hidalgo County reserves the right to reject any or all bids submitted, if it is in its best interest to do so.

6. The awarded vendor will maintain all insurance requirements and its limits throughout the agreement term, as described and listed in Exhibit "C" Insurance requirements.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:

A prospective bidder must affirmatively demonstrate their responsibility and must meet the following requirements:

1) Have adequate financial resources, or the ability to obtain such resources as required;
2) Be able to comply with the required or proposed delivery schedule;
3) Have a satisfactory record of performance;
4) Have a satisfactory record of integrity and ethics;
5) Be otherwise qualified and eligible to receive an award.

County may request representation and other information sufficient to determine bidders' ability to meet these minimum standards listed above.

BID AWARD:

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

PERFORMANCE OF CONTRACT:

County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of resulting contract award.

OTHER TERMS & CONDITION AND REQUIREMENTS:

1) Hidalgo County reserves the right to seek state contracts from its memberships with their existing or new co-operatives whenever it is in the County's best interest to do so.

2) Any contract awarded to a successful bidder will be in effect until;

   1.) The contract expires
   2.) Delivery acceptance of products and/or performance of services ordered, or
   3.) Terminated by County with thirty (30) day written notice prior to cancellation.

ADDITIONAL INFORMATION/QUESTIONS TO TERMS AND CONDITIONS:

1) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Heidi Ortiz, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

2) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to heidi.ortiz@co.hidalgo.tx.us by no later than **June 24, 2015 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than **June 26, 2015 by 5:00 p.m.**

3) All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Purchase of Weapons"
RFB No. 2015-066-00-00-SMA

BID PAGE

OPTION I

PART I	
Caliber	5.56 NATO
Action	Semi-Auto
Operating System	Closed rotating bolt, long gas stroke on piston head
Magazine Type	Polymer NATO STANAG type
Magazine Capacity	30 Rounds
Barrel Length	16 ½"
Overall Length	26 1/8"
Rifling	Right Hand 6 Groves 1:7 inch twist
Stock Color	Black
Stock Type	Reinforced Polymer bullpup configuration
Sights	Folding front sight (blade) w/Trituim insert and rear sight (aperture)
Accessories	Savvy Sniper Sling Quad QD Tavor Sling

IWI US TAVOR SAR TS B16 **$**_____

WEAPON TRAINING

PART II

Certified Armorers Course **$_____**

Hosted at Hidalgo County Sheriff's Academy

To Include:

a) *Maximum of ten (10) deputies to be officially certified in maintenance and repair of weapon*

b) *Sixteen (16) hour rifle course*

.....

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE & FAX NO.'S:	
CELLULAR & BEEPER NO.'S:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE:	

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Purchase of Weapons"
RFB No. 2015-066-00-00-HGO

BID PAGE

OPTION II

PART I	
Caliber	5.56 NATO
Action	Semi-Auto
Operating System	Closed rotating bolt, long gas stroke on piston head
Magazine Type	Polymer NATO STANAG type
Magazine Capacity	30 Rounds
Barrel Length	16 ½"
Overall Length	26 1/8"
Rifling	Right Hand 6 Groves 1:7 inch twist
Stock Color	Black
Stock Type	Reinforced Polymer bullpup configuration
Sights	Folding front sight (blade) w/Trituim insert and rear sight (aperture)
Accessories	Savvy Sniper Sling Quad QD Tavor Sling

IWI US TAVOR SAR TS B16 **$**_____

WEAPONS AVAILABLE TO TRADE

PART II

ITEM	SERIAL NUMBER	PRICE
Springfield Armory UZI 9mm (Full Auto)	**5487822**	**$**
Springfield Armory UZI 9mm (Full Auto)	**6402387**	**$**
Total – Qty 2	***Springfield Armory UZI 9mm (Full Auto)***	**$**
HK MP5 9mm (Full Auto)	**62-367847**	**$**
HK MP5 9mm (Full Auto)	**62-367848**	**$**
HK MP5 9mm (Full Auto)	**62-367849**	**$**
HK MP5 9mm (Full Auto)	**62-369679**	**$**
HK MP5 9mm (Full Auto)	**62-369680**	**$**
HK MP5 9mm (Full Auto)	**62-369681**	**$**
HK MP5 9mm (Full Auto)	**62-369682**	**$**
HK MP5 9mm (Full Auto)	**62-375190**	**$**
HK MP5 9mm (Full Auto)	**62-375191**	**$**

HK MP5 9mm (Full Auto)	**62-379938**	$
Total – Qty 10	***HK MP5 9mm (Full Auto)***	***$***
Remington 700 Tactical Bolt Action Rifle .308	**A6332846**	$
Remington 700 Tactical Bolt Action Rifle .308	**D6233408**	$
Remington 700 Tactical Bolt Action Rifle .308	**D6233675**	$
Remington 700 Tactical Bolt Action Rifle .308	**D6233782**	$
Remington 700 Tactical Bolt Action Rifle .308	**D6235666**	$
Total – Qty 5	***Remington 700 Tactical Bolt Action Rifle .308***	***$***
Ruger Mini 14	**182-95287**	$
Ruger Mini 14	**186-99760**	$
Ruger Mini 14	**186-99776**	$
Ruger Mini 14	**186-99798**	$
Ruger Mini 14	**186-99816**	$

Ruger Mini 14	**186-99819**	$
Ruger Mini 14	**186-99862**	$
Ruger Mini 14	**186-99864**	$
Ruger Mini 14	**186-99892**	$
Ruger Mini 14	**186-99897**	$
Ruger Mini 14	**186-99961**	$
Ruger Mini 14	**197-14384**	$
Ruger Mini 14	**197-14392**	$
Ruger Mini 14	**197-14416**	$
Ruger Mini 14	**197-14438**	$
Ruger Mini 14	**197-14446**	$
Ruger Mini 14	**197-14453**	$
Ruger Mini 14	**197-14457**	$

Ruger Mini 14	**197-14554**	**$**
Ruger Mini 14	**197-14618**	**$**
Ruger Mini 14	**197-14643**	**$**
Total – Qty 21	***Ruger Mini 14***	***$***
Ruger Mini 14 (Full Auto)	**192-00019**	**$**
Ruger Mini 14 (Full Auto)	**192-00020**	**$**
Ruger Mini 14 (Full Auto)	**192-00106**	**$**
Ruger Mini 14 (Full Auto)	**192-00861**	**$**
Ruger Mini 14 (Full Auto)	**192-00900**	**$**
Ruger Mini 14 (Full Auto)	**192-00901**	**$**
Ruger Mini 14 (Full Auto)	**192-00903**	**$**
Ruger Mini 14 (Full Auto)	**192-00904**	**$**
Total – Qty 8	***Ruger Mini 14 (Full Auto)***	***$***

Winchester 1300 12 Gauge	**1752501**	$
Winchester 1300 12 Gauge	**1752615**	$
Winchester 1300 12 Gauge	**1913470**	$
Winchester 1300 12 Gauge	**1913488**	$
Winchester 1300 12 Gauge	**1913631**	$
Winchester 1300 12 Gauge	**1913999**	$
Winchester 1300 12 Gauge	**1914503**	$
Winchester 1300 12 Gauge	**1914542**	$
Winchester 1300 12 Gauge	**2018101**	$
Winchester 1300 12 Gauge	**2018104**	$
Winchester 1300 12 Gauge	**2018122**	$
Winchester 1300 12 Gauge	**2018128**	$
Winchester 1300 12 Gauge	**2018135**	$

Winchester 1300 12 Gauge	**2018140**	$
Winchester 1300 12 Gauge	**2018173**	$
Winchester 1300 12 Gauge	**2068757**	$
Winchester 1300 12 Gauge	**2070378**	$
Winchester 1300 12 Gauge	**2070629**	$
Winchester 1300 12 Gauge	**2078011**	$
Winchester 1300 12 Gauge	**2896732**	$
Winchester 1300 12 Gauge	**2896753**	$
Winchester 1300 12 Gauge	**2898964**	$
Winchester 1300 12 Gauge	**2898977**	$
Winchester 1300 12 Gauge	**2904986**	$
Winchester 1300 12 Gauge	**2788628**	$
Winchester 1300 12 Gauge	**2788676**	$

Winchester 1300 12 Gauge	**2798846**	$
Winchester 1300 12 Gauge	**2835545**	$
Winchester 1300 12 Gauge	**2835691**	$
Winchester 1300 12 Gauge	**2835781**	$
Winchester 1300 12 Gauge	**2835803**	$
Winchester 1300 12 Gauge	**2837344**	$
Winchester 1300 12 Gauge	**2837368**	$
Winchester 1300 12 Gauge	**2839260**	$
Winchester 1300 12 Gauge	**2839466**	$
Winchester 1300 12 Gauge	**2839552**	$
Winchester 1300 12 Gauge	**2840217**	$
Winchester 1300 12 Gauge	**2840665**	$
Winchester 1300 12 Gauge	**2935277**	$

Winchester 1300 12 Gauge	**3177279**	$
Winchester 1300 12 Gauge	**3178036**	$
Winchester 1300 12 Gauge	**3178095**	$
Winchester 1300 12 Gauge	**3190499**	$
Winchester 1300 12 Gauge	**3190726**	$
Winchester 1300 12 Gauge	**3190727**	$
Winchester 1300 12 Gauge	**3190879**	$
Winchester 1300 12 Gauge	**3202395**	$
Winchester 1300 12 Gauge	**3202405**	$
Winchester 1300 12 Gauge	**3202455**	$
Winchester 1300 12 Gauge	**3202472**	$
Winchester 1300 12 Gauge	**3202475**	$
Winchester 1300 12 Gauge	**3202486**	$

Winchester 1300 12 Gauge	**3202487**	$
Winchester 1300 12 Gauge	**3202638**	$
Winchester 1300 12 Gauge	**3202639**	$
Winchester 1300 12 Gauge	**3202640**	$
Winchester 1300 12 Gauge	**3202652**	$
Winchester 1300 12 Gauge	**3202688**	$
Winchester 1300 12 Gauge	**3202695**	$
Winchester 1300 12 Gauge	**3312010**	$
Winchester 1300 12 Gauge	**3312025**	$
Winchester 1300 12 Gauge	**3312164**	$
Winchester 1300 12 Gauge	**3312165**	$
Winchester 1300 12 Gauge	**3312169**	$
Winchester 1300 12 Gauge	**3312176**	$

Winchester 1300 12 Gauge	**3314823**	$
Winchester 1300 12 Gauge	**3314842**	$
Winchester 1300 12 Gauge	**3314960**	$
Winchester 1300 12 Gauge	**3314961**	$
Winchester 1300 12 Gauge	**3329346**	$
Winchester 1300 12 Gauge	**3347720**	$
Winchester 1300 12 Gauge	**3351846**	$
Winchester 1300 12 Gauge	**3351850**	$
Winchester 1300 12 Gauge	**3351955**	$
Winchester 1300 12 Gauge	**3351959**	$
Winchester 1300 12 Gauge	**3355114**	$
Winchester 1300 12 Gauge	**3355293**	$
Winchester 1300 12 Gauge	**3355295**	$

Winchester 1300 12 Gauge	**3355327**	$
Winchester 1300 12 Gauge	**3355331**	$
Winchester 1300 12 Gauge	**3355493**	$
Winchester 1300 12 Gauge	**3355542**	$
Winchester 1300 12 Gauge	**3355748**	$
Winchester 1300 12 Gauge	**3363484**	$
Winchester 1300 12 Gauge	**3363561**	$
Winchester 1300 12 Gauge	**3363681**	$
Winchester 1300 12 Gauge	**3363690**	$
Winchester 1300 12 Gauge	**3363694**	$
Winchester 1300 12 Gauge	**3363777**	$
Winchester 1300 12 Gauge	**3363779**	$
Winchester 1300 12 Gauge	**3364384**	$

Winchester 1300 12 Gauge	**3364498**	$
Winchester 1300 12 Gauge	**3364674**	$
Total – Qty 93	***Winchester 1300 12 Gauge***	***$***
Remington 870 12 Gauge	**AB470736M**	$
Remington 870 12 Gauge	**AB470758M**	$
Remington 870 12 Gauge	**AB471048M**	$
Remington 870 12 Gauge	**AB522712M**	$
Remington 870 12 Gauge	**AB527184M**	$
Remington 870 12 Gauge	**AB528955M**	$
Remington 870 12 Gauge	**AB534603M**	$
Remington 870 12 Gauge	**AB534606M**	$
Remington 870 12 Gauge	**AB534618M**	$
Remington 870 12 Gauge	**AB534631M**	$

Remington 870 12 Gauge	**AB534636M**	$
Remington 870 12 Gauge	**AB534639M**	$
Remington 870 12 Gauge	**AB534643M**	$
Remington 870 12 Gauge	**AB534656M**	$
Remington 870 12 Gauge	**AB537184M**	$
Remington 870 12 Gauge	**AB537194M**	$
Remington 870 12 Gauge	**AB550504M**	$
Remington 870 12 Gauge	**AB550510M**	$
Remington 870 12 Gauge	**AB550515M**	$
Remington 870 12 Gauge	**AB550523M**	$
Remington 870 12 Gauge	**AB550525M**	$
Remington 870 12 Gauge	**AB550533M**	$
Remington 870 12 Gauge	**AB550534M**	$

Remington 870 12 Gauge	**AB550535M**	$
Remington 870 12 Gauge	**AB550548M**	$
Remington 870 12 Gauge	**AB550560M**	$
Remington 870 12 Gauge	**AB551285M**	$
Remington 870 12 Gauge	**AB551288M**	$
Remington 870 12 Gauge	**AB551293M**	$
Remington 870 12 Gauge	**AB551298M**	$
Remington 870 12 Gauge	**AB551300M**	$
Remington 870 12 Gauge	**AB551323M**	$
Remington 870 12 Gauge	**C653952M**	$
Remington 870 12 Gauge	**D220868M**	$
Remington 870 12 Gauge	**D222215M**	$
Remington 870 12 Gauge	**RS00336B**	$

Remington 870 12 Gauge	**RS95993A**	**$**
Remington 870 12 Gauge	**RS96013A**	**$**
Remington 870 12 Gauge	**RS96022A**	**$**
Remington 870 12 Gauge	**RS96026A**	**$**
Remington 870 12 Gauge	**RS96027A**	**$**
Remington 870 12 Gauge	**RS96029A**	**$**
Total – Qty 42	***Remington 870 12 Gauge***	***$***
Beretta 1201 Semi Auto 12 Gauge	**A24360L**	**$**
Beretta 1201 Semi Auto 12 Gauge	**A24361L**	**$**
Total – Qty 2	***Beretta 1201 Semi Auto 12 Gauge***	***$***
DPMS M16 11.5" Barrel Full Auto	**M008187**	**$**
DPMS M16 11.5" Barrel Full Auto	**M008194**	**$**
DPMS M16 11.5" Barrel Full Auto	**M008203**	**$**

DPMS M16 11.5" Barrel Full Auto	**M008216**	$
Total – Qty 4	***DPMS M16 11.5" Barrel Full***	**$**
Colt M16 20" Heavy Barrel Semi Auto	**GH003027**	$
Total – Qty 1	***Colt M16 20" Heavy Barrel***	**$**

WEAPON TRAINING

PART III

Certified Armorers Course **$**_____

Hosted at Hidalgo County Sheriff's Academy
To include:

a) *Maximum of ten (10) deputies to be officially certified in maintenance and repair of weapon*
b) *Sixteen (16) hour rifle course*

.....

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE & FAX NO.'S:	
CELLULAR & BEEPER NO.'S:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE:	

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ 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)	$
					PER & 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 ☐ CLAIM DE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT.**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____ possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address:	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No. :

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____**Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ 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 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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-066-00-00

THIS CONTRACT is made and entered into this _____day of _____, 2015 by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to request for bids for the "Purchase of Weapons" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with RFB Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the RFB Packet within **Hidalgo County** following a request for Services by the **County** or its designated agent. Company agrees in performing the Services that it will use proper professional

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standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year , **(on an as needed basis),** commencing on _____ ____ , 2015 and expiring on _____ ____, 2016 and may be extended at the sole discretion of the County for an additional two (2) one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and

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incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for

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any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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

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19. **Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this _____ day of_____, 2015.

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Company:_____

By:_____

Printed Name:_____

Title:_____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:
Atlas & Hall L.L.P.

By: _____
Stephen L. Crain

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EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

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EXHIBIT "B"

REQUEST FOR BID

BID PAGE

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EXHIBIT "C"

CERTIFICATE OF INSURANCE

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 10, 2015

RE: ADDENDUM NO. 1
FOR RFB No: 2015-066-07-01-HGO- *"Purchase of Weapons" – Hidalgo County Sheriff's Office*

Dear Bidder:

Attached you will find **ADDENDUM NO. 1, in** connection with ***"Hidalgo County – Sheriff's Office* - Request for Sealed Bids** for-***"Purchase of Weapons".***

All Addendums must be included in the bid packet to insure each bidder is submitting a complete packet. See original procurement packet EXHIBIT "A" SPECIFICATIONS/REQUIREMENTS page 2 – REQUIRED ITEMS letter K.

PLEASE ACKNOWLEDGE RECEIPT of ADDENDUM NO. 1 by signing and returning this notice via e-mail to heidi.ortiz@co.hidalgo.tx.us

If you do not receive all the pages of **ADDENDUM NO. 1** please notify us immediately at (956)318-2626.

Please be advised that **ADDENDUM NO. 1** will complete your procurement packet for ***"Purchase of Weapons".***

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm's Name

MLS/hgo
Enclosures

ADDENDUM NO. 1
June 10, 2015

"Hidalgo County Sheriff's Office –"Purchase of Weapons"

RFB NO. 2015-066-07-01-HGO

PLEASE NOTE THE FOLLOWING **CHANGE:**

EXHIBIT "A" SPECIFICATIONS/REQUIREMENTS :
(page 2 of 5) *LETTER K*

k. Sights – Folding front sight (blade) w/Trituim insert and rear sight (aperture)
BRAND MUST BE TROY

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, June 10, 2015 for RFB NO.: 2015-066-07-01-HGO - ***"Hidalgo County Sheriff's Office - Purchase of Weapons".***

_____ _____
Print VENDOR's Name Date

_____
Authorized Signature

***NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE .**

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 17, 2015

RE: ADDENDUM NO. 2
FOR RFB No: 2015-066-07-01-HGO- *"Purchase of Weapons" – Hidalgo County Sheriff's Office*

Dear Bidder:

Attached you will find **ADDENDUM NO. 2, in** connection with ***"Hidalgo County – Sheriff's Office* - Request for Sealed Bids** for-***"Purchase of Weapons".***

All Addendums must be included in the bid packet to insure each bidder is submitting a complete packet. See original procurement packet EXHIBIT "B" BID PAGE – OPTION II – PART II

PLEASE ACKNOWLEDGE RECEIPT of ADDENDUM NO. 2 by signing and returning this notice via e-mail to heidi.ortiz@co.hidalgo.tx.us

If you do not receive all the pages of **ADDENDUM NO. 2** please notify us immediately at (956)318-2626.

Please be advised that **ADDENDUM NO. 2** will complete your procurement packet for ***"Purchase of Weapons".***

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 2
ACKNOWLEDEMENT OF RECEIPT

_____
Firm's Name

MLS/hgo
Enclosures

ADDENDUM NO. 2
June 17, 2015

"Hidalgo County Sheriff's Office –"Purchase of Weapons"

RFB NO. 2015-066-07-01-HGO

PLEASE NOTE THE FOLLOWING **CHANGES:**

EXHIBIT "B" BID PAGE – OPTION II – PART 2 :

The following is a list of weapons that are to be removed from trade-in/buy back list:

Page 9
Winchester 1300 – 12 Gauge.....Serial #3190879
Winchester 1300 – 12 Gauge.....Serial #3202395
Winchester 1300 – 12 Gauge.....Serial #3202455
Page10
Winchester 1300 – 12 Gauge.....Serial #3202487
Winchester 1300 – 12 Gauge.....Serial #3312165
Page 11
Winchester 1300 – 12 Gauge.....Serial #3351850
Winchester 1300 – 12 Gauge.....Serial #3351955
Winchester 1300 – 12 Gauge.....Serial #3355293
Page 12
Winchester 1300 – 12 Gauge.....Serial #3363561
Winchester 1300 – 12 Gauge.....Serial #3363694
Winchester 1300 – 12 Gauge.....Serial #3363779
Page 13
Remington 870 – 12 Gauge.....Serial #AB470758M
Remington 870 – 12 Gauge.....Serial #AB471048M
Remington 870 – 12 Gauge.....Serial #AB528955M
Page 14
Remington 870 – 12 Gauge.....Serial #AB534643M
Remington 870 – 12 Gauge.....Serial #AB550525M
Page 15
Remington 870 – 12 Gauge.....Serial #AB551293M
Remington 870 – 12 Gauge.....Serial #D222215M
Page 16
DPMS M16 (FULL AUTO).....Serial#M008187
DPMS M16 (FULL AUTO).....Serial#M008194
DPMS M16 (FULL AUTO).....Serial#M008203
Page 17
DPMS M16 (FULL AUTO).....Serial#M008216

I, _____, acknowledge receipt of ADDENDUM NO. 2 dated, June 17, 2015 for RFB NO.: 2015-066-07-01-HGO - ***"Hidalgo County Sheriff's Office - Purchase of Weapons".***

_____ _____

Print VENDOR's Name Date

_____

Authorized Signature

***NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE .**

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 26, 2015

RE: ADDENDUM NO. 3
FOR RFB No: 2015-066-07-01-HGO- *"Purchase of Weapons" – Hidalgo County Sheriff's Office*

Dear Bidder:

Attached you will find **ADDENDUM NO. 3,** in connection with ***"Hidalgo County – Sheriff's Office* - Request for Sealed Bids** for-***"Purchase of Weapons".***

All Addendums must be included in the bid packet to insure each bidder is submitting a complete packet. See original procurement packet EXHIBIT "B" BID PAGE – OPTION II – PART II

PLEASE ACKNOWLEDGE RECEIPT of ADDENDUM NO. 3 by signing and returning this notice via e-mail to heidi.ortiz@co.hidalgo.tx.us

If you do not receive all the pages of **ADDENDUM NO. 3** please notify us immediately at (956)318-2626.

Please be advised that **ADDENDUM NO. 3** will complete your procurement packet for ***"Purchase of Weapons".***

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 3
ACKNOWLEDEMENT OF RECEIPT

_____
Firm's Name

MLS/hgo
Enclosures

ADDENDUM NO. 3
June 26, 2015

"Hidalgo County Sheriff's Office –"Purchase of Weapons"

RFB NO. 2015-066-07-01-HGO

PLEASE NOTE THE FOLLOWING **CHANGES:**

EXHIBIT "B" BID PAGE – OPTION II – PART 2 :

The following is a list of weapons that are to be removed from trade-in/buy back list:

Page 2
Springfield Armory UZI 9MM (Full Auto)..... Serial #5487822

Page3
HK MP5 9MM (Full Auto).....Serial #62-379938

Page 5
Ruger Mini 14 (Full Auto) .....Serial #192-00019
Ruger Mini 14 (Full Auto) .....Serial #192-00020
Ruger Mini 14 (Full Auto) .....Serial #192-00106
Ruger Mini 14 (Full Auto) .....Serial #192-00861
Ruger Mini 14 (Full Auto) .....Serial #192-00900
Ruger Mini 14 (Full Auto) .....Serial #192-00901
Ruger Mini 14 (Full Auto) .....Serial #192-00903
Ruger Mini 14 (Full Auto) .....Serial #192-00904

I, _____, acknowledge receipt of ADDENDUM NO. 3 dated, June 26, 2015 for RFB NO.: 2015-066-07-01-HGO - ***"Hidalgo County Sheriff's Office - Purchase of Weapons".***

_____ _____

Print VENDOR's Name Date

_____

Authorized Signature

***NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE .**

REQUIREMENTS AGREEMENT

C-15-066-08-18

THIS AGREEMENT (the "Agreement") is entered into as of the **18th day of August, 2015** by and between **Colorado Sunrise Holdings dba TK Tactical Firearms** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited bids for the supply of its requirements of "Purchase of Weapons," (the "Products") as described in the Request for Bid (RFB) Procurement Packet, which is attached hereto as Exhibit A and incorporated herein for all purposes (the "RFB") for a period of two years;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements, a copy of which is attached hereto as Exhibit B and incorporated herein for all purposes; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "Purchase of Weapons," in the areas of Hidalgo County projects for a period of two (2) years commencing August 18, 2015 and ending August 17, 2017 and may be extended at County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for Purchase Order based on the prices set out in Exhibit "B" and Seller shall purchase from Buyer and credit Buyer's Purchase Order the dollar amount Seller bid to purchase Buyer's weapons as shown on Exhibit B . Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. **Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.**

5. **General Provisions.**

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

b. **No Waiver**. No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attn: County Judge
100 E. Cano
Edinburg, TX. 78539

If to Seller: Colorado Sunrise Holdings
Dba: TK Tactical Firearms
1621 Briardale Drive
Lucas, TX 75002

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.

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

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

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

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

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

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

l. **Insurance**. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverage and in the amounts described on Exhibit C attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

m. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, Agrees to abide by the following ethical standards of Buyer:

> **(i)** It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an 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 advise, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(ii) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

COMPANY:
Colorado Sunrise Holdings
DBA: T K Tactical Firearms

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

REQUIREMENTS AGREEMENT

C-15-066-08-18

THIS AGREEMENT (the "Agreement") is entered into as of the **18th day of August, 2015** by and between **Colorado Sunrise Holdings dba TK Tactical Firearms** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited bids for the supply of its requirements of "Purchase of Weapons," (the "Products") as described in the Request for Bid (RFB) Procurement Packet, which is attached hereto as Exhibit A and incorporated herein for all purposes (the "RFB") for a period of two years;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements, a copy of which is attached hereto as Exhibit B and incorporated herein for all purposes; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "Purchase of Weapons," in the areas of Hidalgo County projects for a period of two (2) years commencing August 18, 2015 and ending August 17, 2017 and may be extended at County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for Purchase Order based on the prices set out in Exhibit "B" and Seller shall purchase from Buyer and credit Buyer's Purchase Order the dollar amount Seller bid to purchase Buyer's weapons as shown on Exhibit B . Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. **Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.**

5. **General Provisions.**

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

b. **No Waiver**. No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attn: County Judge
100 E. Cano
Edinburg, TX. 78539

If to Seller: Colorado Sunrise Holdings
Dba: TK Tactical Firearms
1621 Briardale Drive
Lucas, TX 75002

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.

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

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

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

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

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

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

l. **Insurance**. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverage and in the amounts described on Exhibit C attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

m. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, Agrees to abide by the following ethical standards of Buyer:

> **(i)** It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an 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 advise, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(ii) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

COMPANY:
Colorado Sunrise Holdings
DBA: T K Tactical Firearms

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

AGREEMENT

C-15-066-08-18

THIS AGREEMENT (the "Agreement") is entered into as of the 18th day of August, **2015** by and between **GT Distributors, Inc.** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited bids for the supply of its requirements of "Purchase of Weapons," (the "Products") and the purchase of Buyer's used firearms as described in the Request for Bid (RFB) Procurement Packet, which is attached hereto as Exhibit A and incorporated herein for all purposes (the "RFB") for a period of two years;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements and a bid to purchase Buyer's used firearms (the "Used Firearms"), a copy of which is attached hereto as Exhibit B and incorporated herein for all purposes; and

WHEREAS, Buyer did not accept Seller's bid to purchase "Products" from Seller however, Buyer did accept Seller's bid to sell Used Firearms to Seller.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to sell to Seller, and Seller agrees to buy from Buyer, those certain Used Firearms of Buyer described on Exhibit A attached hereto at the prices described on Exhibit B attached hereto for a period of two (2) years commencing August 18, 2015 and ending August 17, 2017.

2. When Buyer determines to sell Used Firearms, it will, complete and submit to Seller a Notice (the "Notice") describing the type and quantity of the Used Firearms to be sold.

3. Seller agrees to pay Buyer based on the prices set out in Exhibit "B" and Seller shall purchase from Buyer and submit payment to Buyer in the amount shown on the "Notice" on or before the date of delivery of the Used Firearms FOB Buyers' location.

4. Buyer may award the bid to one bidder or to multiple bidders if the Buyer determines it is in its best interest to do so."

5. **Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.**

6. **Seller represents to Buyer that Seller possesses all licenses to purchase the Used Firearms and there is no legal impediment for Seller to purchase the Used Firearms.**

7. **<u>Disclaimer of Warranty</u> – To the maximum extent permitted by applicable**

law, Buyer sells the Used Firearms "AS IS" without warranties, conditions, representations or guaranties of any kind, either expressed, implied, statutory or otherwise, including but not limited to, any implied warranties or conditions of merchantability, satisfactory quality, title, non-infringement or fitness for a particular purpose.

8. **General Provisions.**

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

b. **No Waiver**. No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attn: County Judge
100 E. Cano
Edinburg, TX. 78539

If to Seller: GT Distributors, Inc.
PO Box 16080
Austin, TX 78761

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.

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

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

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

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

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

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

l. **Insurance**. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverage and in the amounts described on Exhibit C attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

m. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, Agrees to abide by the following ethical standards of Buyer:

(i) It shall be a breach of ethics to offer, give or agree to give any elected

official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an 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 advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(ii) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

AGREEMENT

C-15-066-08-18

THIS AGREEMENT (the "Agreement") is entered into as of the 18th day of August, **2015** by and between **Suppressed Tactical Solutions, L.L.C.** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited bids for the supply of its requirements of "Purchase of Weapons," (the "Products") and the purchase of Buyer's used firearms as described in the Request for Bid (RFB) Procurement Packet, which is attached hereto as Exhibit A and incorporated herein for all purposes (the "RFB") for a period of two years;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements and a bid to purchase Buyer's used firearms (the "Used Firearms"), a copy of which is attached hereto as Exhibit B and incorporated herein for all purposes; and

WHEREAS, Buyer did not accept Seller's bid to purchase "Products" from Seller however, Buyer did accept Seller's bid to sell Used Firearms to Seller.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to sell to Seller, and Seller agrees to buy from Buyer, those certain Used Firearms of Buyer described on Exhibit A attached hereto at the prices described on Exhibit B attached hereto for a period of two (2) years commencing August 18, 2015 and ending August 17, 2017.

2. When Buyer determines to sell Used Firearms, it will, complete and submit to Seller a Notice (the "Notice") describing the type and quantity of the Used Firearms to be sold.

3. Seller agrees to pay Buyer based on the prices set out in Exhibit "B" and Seller shall purchase from Buyer and submit payment to Buyer in the amount shown on the "Notice" on or before the date of delivery of the Used Firearms FOB Buyers' location.

4. Buyer may award the bid to one bidder or to multiple bidders if the Buyer determines it is in its best interest to do so."

5. **Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.**

6. **Seller represents to Buyer that Seller possesses all licenses to purchase the Used Firearms and there is no legal impediment for Seller to purchase the Used Firearms.**

7. **Disclaimer of Warranty – To the maximum extent permitted by applicable law, Buyer sells the Used Firearms "AS IS" without warranties, conditions, representations or guaranties of any kind, either expressed, implied, statutory or otherwise, including but not limited to, any implied warranties or conditions of merchantability, satisfactory quality, title, non-infringement or fitness for a particular purpose.**

8. **General Provisions.**

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

b. **No Waiver**. No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attn: County Judge
100 E. Cano
Edinburg, TX. 78539

If to Seller: Suppressed Tactical Solutions, L.L.C.
2102 N. McColl Road Ste A
Edinburg, TX 78541

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

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

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

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

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

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

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

l. **Insurance**. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverage and in the amounts described on Exhibit C attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

m. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, Agrees to abide by the following ethical standards of Buyer:

(i) It shall be a breach of ethics to offer, give or agree to give any elected

official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an 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 advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(ii) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By: _____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

COMPANY:

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

RE: FW: Purchase of Weapons - HCSO

From : Steve Crain <scrain@atlashall.com> Wed, Aug 05, 2015 03:41 PM
Subject : RE: FW: Purchase of Weapons - HCSO
To : 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>

OK

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Wednesday, August 05, 2015 3:25 PM
To: Steve Crain
Subject: RE: FW: Purchase of Weapons - HCSO

The sheriff's office intends to buy more weapons at different intervals throughout the next two years and they want to lock in the price of the weapon at $1,457.00. It is my understanding that there are more weapons held by the SO but they do not intend to use them for future trade-in on purchases for the remainder of this contract.

----- Original Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>
Sent: Wed, 05 Aug 2015 14:59:54 -0500 (CDT)
Subject: RE: FW: Purchase of Weapons - HCSO

If the sale of weapons by the SO is a onetime event why is the term of the contract for two years?

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Wednesday, August 05, 2015 2:37 PM
To: Stephen L. Crain

Subject: Re: FW: Purchase of Weapons - HCSO

Mr. Crain:

Attached is the requirements agreement with the changes requested.

Heidi

----- Original Message -----
From: Stephen L. Crain <scrain@atlashall.com>
To: 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>
Sent: Wed, 05 Aug 2015 13:46:43 -0500 (CDT)
Subject: FW: Purchase of Weapons - HCSO

-----Original Message-----
From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, August 05, 2015 11:39 AM
To: 'Stephen L. Crain'
Subject: RE: Purchase of Weapons - HCSO

Meanwhile in numbered paragraph 4 change "County" to "Buyer".

-----Original Message-----
From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, August 05, 2015 11:27 AM
To: 'Steve Crain'
Subject: FW: Purchase of Weapons - HCSO

-----Original Message-----
From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, August 05, 2015 10:25 AM
To: 'Steve Crain'
Subject: FW: Purchase of Weapons - HCSO

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Wednesday, August 05, 2015 10:23 AM
To: Steve Crain
Subject: Fwd: Purchase of Weapons - HCSO

----- Forwarded Message -----
From: Heidi Ortiz <heidi.ortiz@co.hidalgo.tx.us>
To: Steve Crain <msalinas@atlashall.com>
Cc: Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Richard Ozuna <richard.ozuna@hidalgoso.org>
Sent: Tue, 28 Jul 2015 16:50:07 -0500 (CDT)
Subject: Purchase of Weapons - HCSO

Good afternoon Mr. Crain:

Attached is the draft Requirements Agreement for HCSO Purchase of Weapons for your review. Please advise as to the language for the buy back weapons. Thank you very much for all your help.

Sincerely,

Heidi Garcia Ortiz

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us
--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877

956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

Zimbra **heidi.ortiz@co.hidalgo.tx.us**

RE: Purchase of Weapons - HCSO

From : Steve Crain <scrain@atlashall.com> Tue, Aug 11, 2015 03:22 PM
Subject : RE: Purchase of Weapons - HCSO
To : 'Heidi Ortiz' <heidi.ortiz@co.hidalgo.tx.us>

Both draft agreements are fine.

-----Original Message-----
From: Heidi Ortiz [mailto:heidi.ortiz@co.hidalgo.tx.us]
Sent: Tuesday, August 11, 2015 1:37 PM
To: Steve Crain
Subject: Purchase of Weapons - HCSO

Changes made.

--
Heidi Garcia Ortiz, Buyer III
Hidalgo County Purchasing Department
2802 S. Business Hwy 281
Edinburg, TX 78539
956-292-7000 Ext. 4877
956-292-7612 Fax
heidi.ortiz@co.hidalgo.tx.us

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
HIDALGO COUNTY SHERIFF'S OFFICE
"Purchase of Weapons"
RFB No. 2015-066-07-01-HGO

BID OPENING DATE: July 01, 2015 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY SHERIFF'S OFFICE

BID NO.: 2015-066-07-01-HGO

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.44 Firearms L.L.C. Marcelino Gomez	Phone	Heidi Garcia Ortiz	6/8	Mgl@44firearms.com 956-424-6007 - Cell
2.Arms Unlimited Daniel Shamie	E-mail	Heidi Garcia Ortiz	6/8	Daniel@armsunlimited.com
3.Windham Weaponry Todd J. Coons Will Not Bid	E-mail	Heidi Garcia Ortiz	6/9	tcoons@windhamweaponry.com 207-893-2223 – office 207-893-1623 - cell
4. Lawmen's & Shooter' Supply, Inc. Gail Walker-Keen	E-mail	Heidi Garcia Ortiz	6/9	Gail@LAWMENS.NET 772-569-8700 X 218
5.GT Distributors Alexis Hostetter	E-mail	Heidi Garcia Ortiz	6/9	Alexis.hostetter@gtdist.com txbids@gtdist.com 800-252-8310
6.Kel-lac Tactical (uniforms) Inc Johnny Hancock	E-mail	Heidi Garcia Ortiz	6/9	johnnykellac@yahoo.com 800-531-5529 wk 210-683-2644 cell
7.Battle Rifle Company Chris Kurzadkowski	E-mail	Heidi Garcia Ortiz	6/9	info@battleriflecompany.com 281-777-0316

8. Clyde Armory Inc. Bret Jamieson	E-mail	Heidi Garcia Ortiz	6/9	bret@clydearmory.com 706-549-1842 x 202
9. Prime Vendor, Inc. Kimberly Doumit	E-mail	Heidi Garcia Ortiz	6/9	Bids20@prime-vendor.com 800-746-9554
10.RDS Guns Luis Morales	BLM	Heidi Garcia Ortiz	6/9	lmorales@rdsguns.com 956-627-2625
11.Colorado Sunrise Holdings LLC TK Tactical Firearm	TR	Heidi Garcia Ortiz	6/9	ted@tktactical.com
12. Daniel Defense Patrick Kisgen	E-mail	Heidi Garcia Ortiz	6/10	pkisgen@danieldefense.com 912-851-3252
13. Personal Protection Group, LLC Fred Parmelee	E-mail	Heidi Garcia Ortiz	6/12	feparmelee@personalprotectiongroup-le.com
14. Suppressed Tactical Mark	E-mail	Heidi Garcia Ortiz	6/16	mark@suppressedtactical.com
15. CMC Government Services Debby Parker	E-mail	Heidi Garcia Ortiz	6-18	5200 Keller Springs Rd Ste 522 Dallas, TX 75248 dparker@cmcgov.com
16. Kings Firearms and More Katie	E-mail	Heidi Garcia Ortiz	6-18	931-619-2429 Katie@kingsfirearmsandmore.com
17. Daniel Defense Joseph Scull	E-mail	Heidi Garcia Ortiz	6-18	912-851-3310 jscull@danieldefense.com
18. Valley Metro Security Onema Osuna	E-mail	Heidi Garcia Ortiz	6-19	956-287-1420 ext 105 o.osuna@valleymetro.net
19. South Texas Headquarters, LLC Adam Batot	E-mail	Heidi Garcia Ortiz	6-25	956-364-2675 info@stxheadquarters.com

VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT

ACCEPTANCE/TABULATION SHEET

DEPARTMENT/BID DESCRIPTION: ***HIDALGO COUNTY SHERIFF'S OFFICE "Purchase of Weapons"***

BID OPENING DATE ***July 1, 2015*** | **BID OPENING TIME:** ***9:30 A.M***

BID NO: ***2015-066-07-01-HGO*** | **BUYER: Heidi Garcia Ortiz**

	NAME OF COMPANY	Addendum No. 1	Addendum No. 2	Addendum No. 3	ACKNOWLEDGE RECEIPT
1)	Suppressed Tactical	✓	✓	✓	✓
2)	44 FireArms LLC	✓	✓	✓	✓
3)	TK Tactical	✓	✓	✓	✓
4)	GT Distributors	✓	✓	✓	✓
5)	Clyde Armory	✓	✓	✓	✓
6)					
7)					
8)					
9)					
10)					
11)					
12)					

HIDALGO COUNTY
PURCHASING DEPARTMENT
SIGN IN SHEET

PROJECT NAME	**Hidalgo County Sheriff's Office – "Purchase of Weapons"**
PROJECT No.	RFB No. 2015-066-07-01-HGO
MEETING DESCRIPTION	**Pre-Bid Conference – Inspection of Trade-In/Buy Back Weapons**
DATE	June 17, 2015

PARTICIPANT'S NAME	COMPANY/DEPARTMENT	E-MAIL & PHONE NO.
Heidi Ortiz	Purchasing	heidi.ortiz@co.hidalgotx.co
Sgt. Steven Carter	HCSO	steven.carter@hidalgosv.org
Omar Salinas	HCPD	OMAR.SALINAS@co.hidalgo.TX.us
Ted Taylor	TK Tactical	tcd@tktactical.com
MARK JACKSON	STS	mark@suppressedtacticalsolutions.com
Richard Orona	H.C.S.O.	Richard.Orona@hidalgosso.org

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Purchase of Weapons"
RFB No. 2015-066-07-01-HGO

Tabulation

Suppressed Tactical	*44 Firearms, LLC*	*TK Tactical*	*G T Distributors*	*Clyde Armory*
IWI US TAVOR SAR TS B16 NO BID	IWI US TAVOR SAR TS B16 $2,299.00	IWI US TAVOR SAR TS B16 $1,457.00	IWI US TAVOR SAR TS B16 NO BID	IWI US TAVOR SAR TS B16 NO BID
Springfield Armory UZI 6402387 $200.00	Springfield Armory UZI 6402387 NO BID	Springfield Armory UZI 6402387 $250.00	Springfield Armory UZI 6402387 NO BID	Springfield Armory UZI 6402387
HK MP5 62-367847 $375.00	HK MP5 62-367847 NO BID	HK MP5 62-367847 $600.00	HK MP5 62-367847 NO BID	HK MP5 62-367847
HK MP5 62-367848 $375.00	HK MP5 62-367848 NO BID	HK MP5 62-367848 $600.00	HK MP5 62-367848 NO BID	HK MP5 62-367848
HK MP5 62-367849 $375.00	HK MP5 62-367849 NO BID	HK MP5 62-367849 $500.00	HK MP5 62-367849 NO BID	HK MP5 62-367849
HK MP5 62-369679 $375.00	HK MP5 62-369679 NO BID	HK MP5 62-369679 $600.00	HK MP5 62-369679 NO BID	HK MP5 62-369679
HK MP5 62-369680 $375.00	HK MP5 62-369680 NO BID	HK MP5 62-369680 $600.00	HK MP5 62-369680 NO BID	HK MP5 62-369680
HK MP5 62-369681 $375.00	HK MP5 62-369681 NO BID	HK MP5 62-369681 $600.00	HK MP5 62-369681 NO BID	HK MP5 62-369681
HK MP5 62-369682 $375.00	HK MP5 62-369682 NO BID	HK MP5 62-369682 $600.00	HK MP5 62-369682 NO BID	HK MP5 62-369682
HK MP5 62-375190 $375.00	HK MP5 62-375190 NO BID	HK MP5 62-375190 $500.00	HK MP5 62-375190 NO BID	HK MP5 62-375190
HK MP5 62-375191 $375.00	HK MP5 62-375191 NO BID	HK MP5 62-375191 $600.00	HK MP5 62-375191 NO BID	HK MP5 62-375191
Rem 700 Tact Rifle A6332846 $280.00	Rem 700 Tact Rifle A6332846 NO BID	Rem 700 Tact Rifle A6332846 $150.00	Rem 700 Tact Rifle A6332846 $300.00	Rem 700 Tact Rifle A6332846
Rem 700 Tact Rifle D6233408 $280.00	Rem 700 Tact Rifle D6233408 NO BID	Rem 700 Tact Rifle D6233408 $250.00	Rem 700 Tact Rifle D6233408 $300.00	Rem 700 Tact Rifle D6233408
Rem 700 Tact Rifle D6233675 $280.00	Rem 700 Tact Rifle D6233675 NO BID	Rem 700 Tact Rifle D6233675 $250.00	Rem 700 Tact Rifle D6233675 $300.00	Rem 700 Tact Rifle D6233675
Rem 700 Tact Rifle D6233782 $280.00	Rem 700 Tact Rifle D6233782 NO BID	Rem 700 Tact Rifle D6233782 $250.00	Rem 700 Tact Rifle D6233782 $300.00	Rem 700 Tact Rifle D6233782
Rem 700 Tact Rifle D6235666 $280.00	Rem 700 Tact Rifle D6235666 NO BID	Rem 700 Tact Rifle D6235666 $250.00	Rem 700 Tact Rifle D6235666 $300.00	Rem 700 Tact Rifle D6235666
Ruger Mini 14 182-95287 $325.00	Ruger Mini 14 182-95287 NO BID	Ruger Mini 14 182-95287 $275.00	Ruger Mini 14 182-95287 $265.00	Ruger Mini 14 182-95287
Ruger Mini 14 186-99760 $325.00	Ruger Mini 14 186-99760 NO BID	Ruger Mini 14 186-99760 $275.00	Ruger Mini 14 186-99760 $265.00	Ruger Mini 14 186-99760
Ruger Mini 14 186-99776 $325.00	Ruger Mini 14 186-99776 NO BID	Ruger Mini 14 186-99776 $275.00	Ruger Mini 14 186-99776 $265.00	Ruger Mini 14 186-99776
Ruger Mini 14 186-99798 $325.00	Ruger Mini 14 186-99798 NO BID	Ruger Mini 14 186-99798 $50.00	Ruger Mini 14 186-99798 $265.00	Ruger Mini 14 186-99798
Ruger Mini 14 186-99816 $325.00	Ruger Mini 14 186-99816 NO BID	Ruger Mini 14 186-99816 $250.00	Ruger Mini 14 186-99816 $265.00	Ruger Mini 14 186-99816
Ruger Mini 14 186-99819 $325.00	Ruger Mini 14 186-99819 NO BID	Ruger Mini 14 186-99819 $275.00	Ruger Mini 14 186-99819 $265.00	Ruger Mini 14 186-99819
Ruger Mini 14 186-99862 $325.00	Ruger Mini 14 186-99862 NO BID NO BID	Ruger Mini 14 186-99862 $250.00	Ruger Mini 14 186-99862 $265.00	Ruger Mini 14 186-99862
Ruger Mini 14 186-99864 $325.00	Ruger Mini 14 186-99864 NO BID	Ruger Mini 14 186-99864 $250.00	Ruger Mini 14 186-99864 $265.00	Ruger Mini 14 186-99864
Ruger Mini 14 186-99892 $325.00	Ruger Mini 14 186-99892 NO BID	Ruger Mini 14 186-99892 $50.00	Ruger Mini 14 186-99892 $265.00	Ruger Mini 14 186-99892

Ruger Mini 14 186-99897 $325.00	Ruger Mini 14 186-99897 NO BID	Ruger Mini 14 186-99897 $250.00	Ruger Mini 14 186-99897 $265.00	Ruger Mini 14 186-99897
Ruger Mini 14 186-99961 $325.00	Ruger Mini 14 186-99961 NO BID	Ruger Mini 14 186-99961 $250.00	Ruger Mini 14 186-99961 $265.00	Ruger Mini 14 186-99961
Ruger Mini 14 197-14384 $325.00	Ruger Mini 14 197-14384 NO BID	Ruger Mini 14 197-14384 $50.00	Ruger Mini 14 197-14384 $265.00	Ruger Mini 14 197-14384
Ruger Mini 14 197-14392 $325.00	Ruger Mini 14 197-14392 NO BID	Ruger Mini 14 197-14392 $250.00	Ruger Mini 14 197-14392 $265.00	Ruger Mini 14 197-14392
Ruger Mini 14 197-14416 $325.00	Ruger Mini 14 197-14416 NO BID	Ruger Mini 14 197-14416 $225.00	Ruger Mini 14 197-14416 $265.00	Ruger Mini 14 197-14416
Ruger Mini 14 197-14438 $325.00	Ruger Mini 14 197-14438 NO BID	Ruger Mini 14 197-14438 $275.00	Ruger Mini 14 197-14438 $265.00	Ruger Mini 14 197-14438
Ruger Mini 14 197-14446 $325.00	Ruger Mini 14 197-14446 NO BID	Ruger Mini 14 197-14446 $275.00	Ruger Mini 14 197-14446 $265.00	Ruger Mini 14 197-14446
Ruger Mini 14 197-14453 $325.00	Ruger Mini 14 197-14453 NO BID	Ruger Mini 14 197-14453 $150.00	Ruger Mini 14 197-14453 $265.00	Ruger Mini 14 197-14453
Ruger Mini 14 197-14457 $325.00	Ruger Mini 14 197-14457 NO BID	Ruger Mini 14 197-14457 $275.00	Ruger Mini 14 197-14457 $265.00	Ruger Mini 14 197-14457
Ruger Mini 14 197-14554 $325.00	Ruger Mini 14 197-14554 NO BID	Ruger Mini 14 197-14554 $275.00	Ruger Mini 14 197-14554 $265.00	Ruger Mini 14 197-14554
Ruger Mini 14 197-14618 $325.00	Ruger Mini 14 197-14618 NO BID	Ruger Mini 14 197-14618 $275.00	Ruger Mini 14 197-14618 $265.00	Ruger Mini 14 197-14618
Ruger Mini 14 197-14643 $325.00	Ruger Mini 14 197-14643 NO BID	Ruger Mini 14 197-14643 $150.00	Ruger Mini 14 197-14643 $265.00	Ruger Mini 14 197-14643
Win 1300 12 Gauge 1752501 $60.00	Win 1300 12 Gauge 1752501 NO BID	Win 1300 12 Gauge 1752501 $75.00	Win 1300 12 Gauge 1752501 $125.00	Win 1300 12 Gauge 1752501
Win 1300 12 Gauge 17152615 $60.00	Win 1300 12 Gauge 17152615 NO BID	Win 1300 12 Gauge 17152615 $75.00	Win 1300 12 Gauge 17152615 $125.00	Win 1300 12 Gauge 17152615
Win 1300 12 Gauge 1913470 $60.00	Win 1300 12 Gauge 1913470 NO BID	Win 1300 12 Gauge 1913470 $75.00	Win 1300 12 Gauge 1913470 $125.00	Win 1300 12 Gauge 1913470
Win 1300 12 Gauge 1913488 $60.00	Win 1300 12 Gauge 1913488 NO BID	Win 1300 12 Gauge 1913488 $75.00	Win 1300 12 Gauge 1913488 $125.00	Win 1300 12 Gauge 1913488
Win 1300 12 Gauge 1913631 $60.00	Win 1300 12 Gauge 1913631 NO BID	Win 1300 12 Gauge 1913631 $100.00	Win 1300 12 Gauge 1913631 $125.00	Win 1300 12 Gauge 1913631
Win 1300 12 Gauge 1913999 $60.00	Win 1300 12 Gauge 1913999 NO BID	Win 1300 12 Gauge 1913999 $75.00	Win 1300 12 Gauge 1913999 $125.00	Win 1300 12 Gauge 1913999
Win 1300 12 Gauge 1914503 $60.00	Win 1300 12 Gauge 1914503 NO BID	Win 1300 12 Gauge 1914503 $75.00	Win 1300 12 Gauge 1914503 $125.00	Win 1300 12 Gauge 1914503
Win 1300 12 Gauge 1914542 $60.00	Win 1300 12 Gauge 1914542 NO BID	Win 1300 12 Gauge 1914542 $75.00	Win 1300 12 Gauge 1914542 $125.00	Win 1300 12 Gauge 1914542
Win 1300 12 Gauge 2018101 $60.00	Win 1300 12 Gauge 2018101 NO BID	Win 1300 12 Gauge 2018101 $75.00	Win 1300 12 Gauge 2018101 $125.00	Win 1300 12 Gauge 2018101
Win 1300 12 Gauge 2018104 $60.00	Win 1300 12 Gauge 2018104 NO BID	Win 1300 12 Gauge 2018104 $75.00	Win 1300 12 Gauge 2018104 $125.00	Win 1300 12 Gauge 2018104
Win 1300 12 Gauge 2018122 $60.00	Win 1300 12 Gauge 2018122 NO BID	Win 1300 12 Gauge 2018122 $75.00	Win 1300 12 Gauge 2018122 $125.00	Win 1300 12 Gauge 2018122
Win 1300 12 Gauge 2018128 $60.00	Win 1300 12 Gauge 2018128 NO BID	Win 1300 12 Gauge 2018128 $75.00	Win 1300 12 Gauge 2018128 $125.00	Win 1300 12 Gauge 2018128
Win 1300 12 Gauge 2018135 $60.00	Win 1300 12 Gauge 2018135 NO BID	Win 1300 12 Gauge 2018135 $75.00	Win 1300 12 Gauge 2018135 $125.00	Win 1300 12 Gauge 2018135
Win 1300 12 Gauge 2018140 $60.00	Win 1300 12 Gauge 2018140 NO BID	Win 1300 12 Gauge 2018140 $75.00	Win 1300 12 Gauge 2018140 $125.00	Win 1300 12 Gauge 2018140
Win 1300 12 Gauge 2018173 $60.00	Win 1300 12 Gauge 2018173 NO BID	Win 1300 12 Gauge 2018173 $75.00	Win 1300 12 Gauge 2018173 $125.00	Win 1300 12 Gauge 2018173
Win 1300 12 Gauge 2068757 $60.00	Win 1300 12 Gauge 2068757 NO BID	Win 1300 12 Gauge 2068757 $75.00	Win 1300 12 Gauge 2068757 $125.00	Win 1300 12 Gauge 2068757
Win 1300 12 Gauge 2070378 $60.00	Win 1300 12 Gauge 2070378 NO BID	Win 1300 12 Gauge 2070378 $75.00	Win 1300 12 Gauge 2070378 $125.00	Win 1300 12 Gauge 2070378
Win 1300 12 Gauge 2070629 $60.00	Win 1300 12 Gauge 2070629 NO BID	Win 1300 12 Gauge 2070629 $75.00	Win 1300 12 Gauge 2070629 $125.00	Win 1300 12 Gauge 2070629
Win 1300 12 Gauge 2078011 $60.00	Win 1300 12 Gauge 2078011 NO BID	Win 1300 12 Gauge 2078011 $75.00	Win 1300 12 Gauge 2078011 $125.00	Win 1300 12 Gauge 2078011
Win 1300 12 Gauge 2896732 $60.00	Win 1300 12 Gauge 2896732 NO BID	Win 1300 12 Gauge 2896732 $75.00	Win 1300 12 Gauge 2896732 $125.00	Win 1300 12 Gauge 2896732
Win 1300 12 Gauge 2896753 $60.00	Win 1300 12 Gauge 2896753 NO BID	Win 1300 12 Gauge 2896753 $75.00	Win 1300 12 Gauge 2896753 $125.00	Win 1300 12 Gauge 2896753

Win 1300 12 Gauge 2898964 $60.00	Win 1300 12 Gauge 2898964 NO BID	Win 1300 12 Gauge 2898964 $75.00	Win 1300 12 Gauge 2898964 $125.00	Win 1300 12 Gauge 2898964
Win 1300 12 Gauge 2898977 $60.00	Win 1300 12 Gauge 2898977 NO BID	Win 1300 12 Gauge 2898977 $75.00	Win 1300 12 Gauge 2898977 $125.00	Win 1300 12 Gauge 2898977
Win 1300 12 Gauge 2904986 $60.00	Win 1300 12 Gauge 2904986 NO BID	Win 1300 12 Gauge 2904986 $75.00	Win 1300 12 Gauge 2904986 $125.00	Win 1300 12 Gauge 2904986
Win 1300 12 Gauge 2788628 $60.00	Win 1300 12 Gauge 2788628 NO BID	Win 1300 12 Gauge 2788628 $75.00	Win 1300 12 Gauge 2788628 $125.00	Win 1300 12 Gauge 2788628
Win 1300 12 Gauge 2788676 $60.00	Win 1300 12 Gauge 2788676 NO BID	Win 1300 12 Gauge 2788676 $75.00	Win 1300 12 Gauge 2788676 $125.00	Win 1300 12 Gauge 2788676
Win 1300 12 Gauge 2798846 $60.00	Win 1300 12 Gauge 2798846 NO BID	Win 1300 12 Gauge 2798846 $75.00	Win 1300 12 Gauge 2798846 $125.00	Win 1300 12 Gauge 2798846
Win 1300 12 Gauge 2835545 $60.00	Win 1300 12 Gauge 2835545 NO BID	Win 1300 12 Gauge 2835545 $75.00	Win 1300 12 Gauge 2835545 $125.00	Win 1300 12 Gauge 2835545
Win 1300 12 Gauge 2835691 $60.00	Win 1300 12 Gauge 2835691 NO BID	Win 1300 12 Gauge 2835691 $75.00	Win 1300 12 Gauge 2835691 $125.00	Win 1300 12 Gauge 2835691
Win 1300 12 Gauge2835781 $60.00	Win 1300 12 Gauge2835781 NO BID	Win 1300 12 Gauge2835781 $75.00	Win 1300 12 Gauge2835781 $125.00	Win 1300 12 Gauge2835781
Win 1300 12 Gauge 2835803 $60.00	Win 1300 12 Gauge 2835803 NO BID	Win 1300 12 Gauge 2835803 $75.00	Win 1300 12 Gauge 2835803 $125.00	Win 1300 12 Gauge 2835803
Win 1300 12 Gauge 2837344 $60.00	Win 1300 12 Gauge 2837344 NO BID	Win 1300 12 Gauge 2837344 $75.00	Win 1300 12 Gauge 2837344 $125.00	Win 1300 12 Gauge 2837344
Win 1300 12 Gauge 2837368 $60.00	Win 1300 12 Gauge 2837368 NO BID	Win 1300 12 Gauge 2837368 $75.00	Win 1300 12 Gauge 2837368 $125.00	Win 1300 12 Gauge 2837368
Win 1300 12 Gauge 2839260 $60.00	Win 1300 12 Gauge 2839260 NO BID	Win 1300 12 Gauge 2839260 $75.00	Win 1300 12 Gauge 2839260 $125.00	Win 1300 12 Gauge 2839260
Win 1300 12 Gauge 2839466 $60.00	Win 1300 12 Gauge 2839466 NO BID	Win 1300 12 Gauge 2839466 $75.00	Win 1300 12 Gauge 2839466 $125.00	Win 1300 12 Gauge 2839466
Win 1300 12 Gauge 2839552 $60.00	Win 1300 12 Gauge 2839552 NO BID	Win 1300 12 Gauge 2839552 $75.00	Win 1300 12 Gauge 2839552 $125.00	Win 1300 12 Gauge 2839552
Win 1300 12 Gauge 2840217 $60.00	Win 1300 12 Gauge 2840217 NO BID	Win 1300 12 Gauge 2840217 $75.00	Win 1300 12 Gauge 2840217 $125.00	Win 1300 12 Gauge 2840217
Win 1300 12 Gauge 2840665 $60.00	Win 1300 12 Gauge 2840665 NO BID	Win 1300 12 Gauge 2840665 $75.00	Win 1300 12 Gauge 2840665 $125.00	Win 1300 12 Gauge 2840665
Win 1300 12 Gauge 2935277 $60.00	Win 1300 12 Gauge 2935277 NO BID	Win 1300 12 Gauge 2935277 $75.00	Win 1300 12 Gauge 2935277 $125.00	Win 1300 12 Gauge 2935277
Win 1300 12 Gauge 3177279 $60.00	Win 1300 12 Gauge 3177279 NO BID	Win 1300 12 Gauge 3177279 $75.00	Win 1300 12 Gauge 3177279 $125.00	Win 1300 12 Gauge 3177279
Win 1300 12 Gauge 3178036 $60.00	Win 1300 12 Gauge 3178036 NO BID	Win 1300 12 Gauge 3178036 $75.00	Win 1300 12 Gauge 3178036 $125.00	Win 1300 12 Gauge 3178036
Win 1300 12 Gauge 3178095 $60.00	Win 1300 12 Gauge 3178095 NO BID	Win 1300 12 Gauge 3178095 $75.00	Win 1300 12 Gauge 3178095 $125.00	Win 1300 12 Gauge 3178095
Win 1300 12 Gauge 3190499 $60.00	Win 1300 12 Gauge 3190499 NO BID	Win 1300 12 Gauge 3190499 $75.00	Win 1300 12 Gauge 3190499 $125.00	Win 1300 12 Gauge 3190499
Win 1300 12 Gauge 3190726 $60.00	Win 1300 12 Gauge 3190726 NO BID	Win 1300 12 Gauge 3190726 $75.00	Win 1300 12 Gauge 3190726 $125.00	Win 1300 12 Gauge 3190726
Win 1300 12 Gauge 3190727 $60.00	Win 1300 12 Gauge 3190727 NO BID	Win 1300 12 Gauge 3190727 $75.00	Win 1300 12 Gauge 3190727 $125.00	Win 1300 12 Gauge 3190727
Win 1300 12 Gauge 3202405 $60.00	Win 1300 12 Gauge 3202405 NO BID	Win 1300 12 Gauge 3202405 $75.00	Win 1300 12 Gauge 3202405 $125.00	Win 1300 12 Gauge 3202405
Win 1300 12 Gauge 3202472 $60.00	Win 1300 12 Gauge 3202472 NO BID	Win 1300 12 Gauge 3202472 $75.00	Win 1300 12 Gauge 3202472 $125.00	Win 1300 12 Gauge 3202472
Win 1300 12 Gauge 3202475 $60.00	Win 1300 12 Gauge 3202475 NO BID	Win 1300 12 Gauge 3202475 $75.00	Win 1300 12 Gauge 3202475 $125.00	Win 1300 12 Gauge 3202475
Win 1300 12 Gauge 3202486 $60.00	Win 1300 12 Gauge 3202486 NO BID	Win 1300 12 Gauge 3202486 $75.00	Win 1300 12 Gauge 3202486 $125.00	Win 1300 12 Gauge 3202486
Win 1300 12 Gauge 3202638 $60.00	Win 1300 12 Gauge 3202638 NO BID	Win 1300 12 Gauge 3202638 $75.00	Win 1300 12 Gauge 3202638 $125.00	Win 1300 12 Gauge 3202638
Win 1300 12 Gauge 3202639 $60.00	Win 1300 12 Gauge 3202639 NO BID	Win 1300 12 Gauge 3202639 $75.00	Win 1300 12 Gauge 3202639 $125.00	Win 1300 12 Gauge 3202639
Win 1300 12 Gauge 3202640 $60.00	Win 1300 12 Gauge 3202640 NO BID	Win 1300 12 Gauge 3202640 $100.00	Win 1300 12 Gauge 3202640 $125.00	Win 1300 12 Gauge 3202640
Win 1300 12 Gauge 3202652 $60.00	Win 1300 12 Gauge 3202652 NO BID	Win 1300 12 Gauge 3202652 $75.00	Win 1300 12 Gauge 3202652 $125.00	Win 1300 12 Gauge 3202652
Win 1300 12 Gauge 3202688 $60.00	Win 1300 12 Gauge 3202688 NO BID	Win 1300 12 Gauge 3202688 $75.00	Win 1300 12 Gauge 3202688 $125.00	Win 1300 12 Gauge 3202688

Win 1300 12 Gauge 3202695 $60.00	Win 1300 12 Gauge 3202695 NO BID	Win 1300 12 Gauge 3202695 $75.00	Win 1300 12 Gauge 3202695 $125.00	Win 1300 12 Gauge 3202695
Win 1300 12 Gauge 3312010 $60.00	Win 1300 12 Gauge 3312010 NO BID	Win 1300 12 Gauge 3312010 $75.00	Win 1300 12 Gauge 3312010 $125.00	Win 1300 12 Gauge 3312010
Win 1300 12 Gauge 3312025 $60.00	Win 1300 12 Gauge 3312025 NO BID	Win 1300 12 Gauge 3312025 $75.00	Win 1300 12 Gauge 3312025 $125.00	Win 1300 12 Gauge 3312025
Win 1300 12 Gauge 3312164 $60.00	Win 1300 12 Gauge 3312164 NO BID	Win 1300 12 Gauge 3312164 $75.00	Win 1300 12 Gauge 3312164 $125.00	Win 1300 12 Gauge 3312164
Win 1300 12 Gauge 3312169 $60.00	Win 1300 12 Gauge 3312169 NO BID	Win 1300 12 Gauge 3312169 $75.00	Win 1300 12 Gauge 3312169 $125.00	Win 1300 12 Gauge 3312169
Win 1300 12 Gauge 3312176 $60.00	Win 1300 12 Gauge 3312176 NO BID	Win 1300 12 Gauge 3312176 $75.00	Win 1300 12 Gauge 3312176 $125.00	Win 1300 12 Gauge 3312176
Win 1300 12 Gauge 3314823 $60.00	Win 1300 12 Gauge 3314823 NO BID	Win 1300 12 Gauge 3314823 $75.00	Win 1300 12 Gauge 3314823 $125.00	Win 1300 12 Gauge 3314823
Win 1300 12 Gauge 3314842 $60.00	Win 1300 12 Gauge 3314842 NO BID	Win 1300 12 Gauge 3314842 $100.00	Win 1300 12 Gauge 3314842 $125.00	Win 1300 12 Gauge 3314842
Win 1300 12 Gauge 3314960 $60.00	Win 1300 12 Gauge 3314960 NO BID	Win 1300 12 Gauge 3314960 $75.00	Win 1300 12 Gauge 3314960 $125.00	Win 1300 12 Gauge 3314960
Win 1300 12 Gauge 3314961 $60.00	Win 1300 12 Gauge 3314961 NO BID	Win 1300 12 Gauge 3314961 $75.00	Win 1300 12 Gauge 3314961 $125.00	Win 1300 12 Gauge 3314961
Win 1300 12 Gauge 3329346 $60.00	Win 1300 12 Gauge 3329346 NO BID	Win 1300 12 Gauge 3329346 $75.00	Win 1300 12 Gauge 3329346 $125.00	Win 1300 12 Gauge 3329346
Win 1300 12 Gauge 3347720 $60.00	Win 1300 12 Gauge 3347720 NO BID	Win 1300 12 Gauge 3347720 $75.00	Win 1300 12 Gauge 3347720 $125.00	Win 1300 12 Gauge 3347720
Win 1300 12 Gauge 3351846 $60.00	Win 1300 12 Gauge 3351846 NO BID	Win 1300 12 Gauge 3351846 $75.00	Win 1300 12 Gauge 3351846 $125.00	Win 1300 12 Gauge 3351846
Win 1300 12 Gauge 3351959 $60.00	Win 1300 12 Gauge 3351959 NO BID	Win 1300 12 Gauge 3351959 $75.00	Win 1300 12 Gauge 3351959 $125.00	Win 1300 12 Gauge 3351959
Win 1300 12 Gauge 3355114 $60.00	Win 1300 12 Gauge 3355114 NO BID	Win 1300 12 Gauge 3355114 $75.00	Win 1300 12 Gauge 3355114 $125.00	Win 1300 12 Gauge 3355114
Win 1300 12 Gauge 3355295 $60.00	Win 1300 12 Gauge 3355295 NO BID	Win 1300 12 Gauge 3355295 $75.00	Win 1300 12 Gauge 3355295 $125.00	Win 1300 12 Gauge 3355295
Win 1300 12 Gauge 3355327 $60.00	Win 1300 12 Gauge 3355327 NO BID	Win 1300 12 Gauge 3355327 $75.00	Win 1300 12 Gauge 3355327 $125.00	Win 1300 12 Gauge 3355327
Win 1300 12 Gauge 3355331 $60.00	Win 1300 12 Gauge 3355331 NO BID	Win 1300 12 Gauge 3355331 $75.00	Win 1300 12 Gauge 3355331 $125.00	Win 1300 12 Gauge 3355331
Win 1300 12 Gauge 3355493 $60.00	Win 1300 12 Gauge 3355493 NO BID	Win 1300 12 Gauge 3355493 $75.00	Win 1300 12 Gauge 3355493 $125.00	Win 1300 12 Gauge 3355493
Win 1300 12 Gauge 3355542 $60.00	Win 1300 12 Gauge 3355542 NO BID	Win 1300 12 Gauge 3355542 $75.00	Win 1300 12 Gauge 3355542 $125.00	Win 1300 12 Gauge 3355542
Win 1300 12 Gauge 3355748 $60.00	Win 1300 12 Gauge 3355748 NO BID	Win 1300 12 Gauge 3355748 $75.00	Win 1300 12 Gauge 3355748 $125.00	Win 1300 12 Gauge 3355748
Win 1300 12 Gauge 3363484 $60.00	Win 1300 12 Gauge 3363484 NO BID	Win 1300 12 Gauge 3363484 $100.00	Win 1300 12 Gauge 3363484 $125.00	Win 1300 12 Gauge 3363484
Win 1300 12 Gauge 3363681 $60.00	Win 1300 12 Gauge 3363681 NO BID	Win 1300 12 Gauge 3363681 $75.00	Win 1300 12 Gauge 3363681 $125.00	Win 1300 12 Gauge 3363681
Win 1300 12 Gauge 3363690 $60.00	Win 1300 12 Gauge 3363690 NO BID	Win 1300 12 Gauge 3363690 $75.00	Win 1300 12 Gauge 3363690 $125.00	Win 1300 12 Gauge 3363690
Win 1300 12 Gauge 3363777 $60.00	Win 1300 12 Gauge 3363777 NO BID	Win 1300 12 Gauge 3363777 $75.00	Win 1300 12 Gauge 3363777 $125.00	Win 1300 12 Gauge 3363777
Win 1300 12 Gauge 3364384 $60.00	Win 1300 12 Gauge 3364384 NO BID	Win 1300 12 Gauge 3364384 $75.00	Win 1300 12 Gauge 3364384 $125.00	Win 1300 12 Gauge 3364384
Win 1300 12 Gauge 3364498 $60.00	Win 1300 12 Gauge 3364498 NO BID	Win 1300 12 Gauge 3364498 $75.00	Win 1300 12 Gauge 3364498 $125.00	Win 1300 12 Gauge 3364498
Win 1300 12 Gauge 3364674 $60.00	Win 1300 12 Gauge 3364674 NO BID	Win 1300 12 Gauge 3364674 $100.00	Win 1300 12 Gauge 3364674 $125.00	Win 1300 12 Gauge 3364674
Rem 870 12 Gauge AB470736M $60.00	Rem 870 12 Gauge AB470736M NO BID	Rem 870 12 Gauge AB470736M $150.00	Rem 870 12 Gauge AB470736M $125.00	Rem 870 12 Gauge AB470736M
Rem 870 12 Gauge AB522712M $60.00	Rem 870 12 Gauge AB522712M NO BID	Rem 870 12 Gauge AB522712M $150.00	Rem 870 12 Gauge AB522712M $125.00	Rem 870 12 Gauge AB522712M
Rem 870 12 Gauge AB527184M $60.00	Rem 870 12 Gauge AB527184M NO BID	Rem 870 12 Gauge AB527184M $150.00	Rem 870 12 Gauge AB527184M $125.00	Rem 870 12 Gauge AB527184M
Rem 870 12 Gauge AB534603M	Rem 870 12 Gauge AB534603M	Rem 870 12 Gauge AB534603M	Rem 870 12 Gauge AB534603M	Rem 870 12 Gauge AB534603M

$60.00	NO BID	$150.00	$125.00	
Rem 870 12 Gauge AB534606M $60.00	Rem 870 12 Gauge AB534606M NO BID	Rem 870 12 Gauge AB534606M $150.00	Rem 870 12 Gauge AB534606M $125.00	Rem 870 12 Gauge AB534606M
Rem 870 12 Gauge AB534618M $60 .00	Rem 870 12 Gauge AB534618M NO BID	Rem 870 12 Gauge AB534618M $150.00	Rem 870 12 Gauge AB534618M $125.00	Rem 870 12 Gauge AB534618M
Rem 870 12 Gauge AB534631M $60.00	Rem 870 12 Gauge AB534631M NO BID	Rem 870 12 Gauge AB534631M $150.00	Rem 870 12 Gauge AB534631M $125.00	Rem 870 12 Gauge AB534631M
Rem 870 12 Gauge AB534636M $60.00	Rem 870 12 Gauge AB534636M NO BID	Rem 870 12 Gauge AB534636M $150.00	Rem 870 12 Gauge AB534636M $125.00	Rem 870 12 Gauge AB534636M
Rem 870 12 Gauge AB534639M $60.00	Rem 870 12 Gauge AB534639M NO BID	Rem 870 12 Gauge AB534639M $150.00	Rem 870 12 Gauge AB534639M $125.00	Rem 870 12 Gauge AB534639M
Rem 870 12 Gauge AB534656M $60.00	Rem 870 12 Gauge AB534656M NO BID	Rem 870 12 Gauge AB534656M $150.00	Rem 870 12 Gauge AB534656M $125.00	Rem 870 12 Gauge AB534656M
Rem 870 12 Gauge AB537184M $60.00	Rem 870 12 Gauge AB537184M NO BID	Rem 870 12 Gauge AB537184M $150.00	Rem 870 12 Gauge AB537184M $125.00	Rem 870 12 Gauge AB537184M
Rem 870 12 Gauge AB537194M $60.00	Rem 870 12 Gauge AB537194M NO BID	Rem 870 12 Gauge AB537194M $150.00	Rem 870 12 Gauge AB537194M $125.00	Rem 870 12 Gauge AB537194M
Rem 870 12 Gauge AB550504M $60.00	Rem 870 12 Gauge AB550504M NO BID	Rem 870 12 Gauge AB550504M $150.00	Rem 870 12 Gauge AB550504M $125.00	Rem 870 12 Gauge AB550504M
Rem 870 12 Gauge AB550510M $60.00	Rem 870 12 Gauge AB550510M NO BID	Rem 870 12 Gauge AB550510M $150.00	Rem 870 12 Gauge AB550510M $125.00	Rem 870 12 Gauge AB550510M
Rem 870 12 Gauge AB550515M $60.00	Rem 870 12 Gauge AB550515M NO BID	Rem 870 12 Gauge AB550515M $150.00	Rem 870 12 Gauge AB550515M $125.00	Rem 870 12 Gauge AB550515M
Rem 870 12 Gauge AB550523M $60.00	Rem 870 12 Gauge AB550523M NO BID	Rem 870 12 Gauge AB550523M $150.00	Rem 870 12 Gauge AB550523M $125.00	Rem 870 12 Gauge AB550523M
Rem 870 12 Gauge AB550533M $60.00	Rem 870 12 Gauge AB550533M NO BID	Rem 870 12 Gauge AB550533M $150.00	Rem 870 12 Gauge AB550533M $125.00	Rem 870 12 Gauge AB550533M
Rem 870 12 Gauge AB550534M $60.00	Rem 870 12 Gauge AB550534M NO BID	Rem 870 12 Gauge AB550534M $150.00	Rem 870 12 Gauge AB550534M $125.00	Rem 870 12 Gauge AB550534M
Rem 870 12 Gauge AB550535M $60.00	Rem 870 12 Gauge AB550535M NO BID	Rem 870 12 Gauge AB550535M $150.00	Rem 870 12 Gauge AB550535M $125.00	Rem 870 12 Gauge AB550535M
Rem 870 12 Gauge AB550548M $60.00	Rem 870 12 Gauge AB550548M NO BID	Rem 870 12 Gauge AB550548M $150.00	Rem 870 12 Gauge AB550548M $125.00	Rem 870 12 Gauge AB550548M
Rem 870 12 Gauge AB550560M $60.00	Rem 870 12 Gauge AB550560M NO BID	Rem 870 12 Gauge AB550560M $150.00	Rem 870 12 Gauge AB550560M $125.00	Rem 870 12 Gauge AB550560M
Rem 870 12 Gauge AB551285M $60.00	Rem 870 12 Gauge AB551285M NO BID	Rem 870 12 Gauge AB551285M $150.00	Rem 870 12 Gauge AB551285M $125.00	Rem 870 12 Gauge AB551285M
Rem 870 12 Gauge AB551288M $60.00	Rem 870 12 Gauge AB551288M NO BID	Rem 870 12 Gauge AB551288M $150.00	Rem 870 12 Gauge AB551288M $125.00	Rem 870 12 Gauge AB551288M
Rem 870 12 Gauge AB551298M $60.00	Rem 870 12 Gauge AB551298M NO BID	Rem 870 12 Gauge AB551298M $150.00	Rem 870 12 Gauge AB551298M $125.00	Rem 870 12 Gauge AB551298M
Rem 870 12 Gauge AB551300M $60.00	Rem 870 12 Gauge AB551300M NO BID	Rem 870 12 Gauge AB551300M $150.00	Rem 870 12 Gauge AB551300M $125.00	Rem 870 12 Gauge AB551300M
Rem 870 12 Gauge AB551323M $60.00	Rem 870 12 Gauge AB551323M NO BID	Rem 870 12 Gauge AB551323M $150.00	Rem 870 12 Gauge AB551323M $125.00	Rem 870 12 Gauge AB551323M
Rem 870 12 Gauge C653952M $60.00	Rem 870 12 Gauge C653952M NO BID	Rem 870 12 Gauge C653952M $150.00	Rem 870 12 Gauge C653952M $125.00	Rem 870 12 Gauge C653952M
Rem 870 12 Gauge D220868M $60.00	Rem 870 12 Gauge D220868M NO BID	Rem 870 12 Gauge D220868M $150.00	Rem 870 12 Gauge D220868M $125.00	Rem 870 12 Gauge D220868M

Rem 870 12 Gauge RS00336B $60.00	Rem 870 12 Gauge RS00336B NO BID	Rem 870 12 Gauge RS00336B $150.00	Rem 870 12 Gauge RS00336B $125.00	Rem 870 12 Gauge RS00336B
Rem 870 12 Gauge RS95993A $60.00	Rem 870 12 Gauge RS95993A NO BID	Rem 870 12 Gauge RS95993A $150.00	Rem 870 12 Gauge RS95993A $125.00	Rem 870 12 Gauge RS95993A
Rem 870 12 Gauge RS96013A $60.00	Rem 870 12 Gauge RS96013A NO BID	Rem 870 12 Gauge RS96013A $150.00	Rem 870 12 Gauge RS96013A $125.00	Rem 870 12 Gauge RS96013A
Rem 870 12 Gauge RS96022A $60.00	Rem 870 12 Gauge RS96022A NO BID	Rem 870 12 Gauge RS96022A $150.00	Rem 870 12 Gauge RS96022A $125.00	Rem 870 12 Gauge RS96022A
Rem 870 12 Gauge RS96026A $60.00	Rem 870 12 Gauge RS96026A NO BID	Rem 870 12 Gauge RS96026A $150.00	Rem 870 12 Gauge RS96026A $125.00	Rem 870 12 Gauge RS96026A
Rem 870 12 Gauge RS96027A $60.00	Rem 870 12 Gauge RS96027A NO BID	Rem 870 12 Gauge RS96027A $150.00	Rem 870 12 Gauge RS96027A $125.00	Rem 870 12 Gauge RS96027A
Rem 870 12 Gauge RS96029A $60.00	Rem 870 12 Gauge RS96029A NO BID	Rem 870 12 Gauge RS96029A $150.00	Rem 870 12 Gauge RS96029A $125.00	Rem 870 12 Gauge RS96029A
Beretta 1201 SA 12G A24360L $200.00	Beretta 1201 SA 12G A24360L NO BID	Beretta 1201 SA 12G A24360L $300.00	Beretta 1201 SA 12G A24360L $150.00	Beretta 1201 SA 12G A24360L
Beretta 1201 SA 12G A24361L $200.00	Beretta 1201 SA 12G A24361L NO BID	Beretta 1201 SA 12G A24361L $300.00	Beretta 1201 SA 12G A24361L $150.00	Beretta 1201 SA 12G A24361L
Colt M16 20" HB SA GH003027 $400.00	Colt M16 20" HB SA GH003027 NO BID	Colt M16 20" HB SA GH003027 $400.00	Colt M16 20" HB SA GH003027 NO BID	Colt M16 20" HB SA GH003027
IWI TAVOR SAR TS B16 NO BID	**IWI TAVOR SAR TS B16 $2,299.00**	**IWI TAVOR SAR TS B16 $1,457.00**	**IWI TAVOR SAR TS B16 NO BID**	**IWI TAVOR SAR TS B16 NO BID**
BUY BACK $19,620.00	**BUY BACK NO BID**	**BUY BACK $23,775.00**	**BUY BACK $21,990.00**	**BUY BACK $22,695.00**
CLASS NO BID	**CLASS NO BID**	**CLASS NO CHARGE/100 OR MORE WEAPONS PURCHASE**	**CLASS NO BID**	**CLASS NO BID**
Total Amount Trade-in $6,825.00	**NO BID**	**Total Amount Trade-in $11,700.00**	**Total Amount Trade-in $11,750.00**	**N/A**

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POSTED

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus for Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	280

TF# 2015-289

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Springfield Armory UZI 9mm (Full Auto)	None	5487822	G
2	Springfield Armory UZI 9mm (Full Auto)	None	6402387	G
3	HK MP5 9mm (Full Auto)	32033	62-367847	G
4	HK MP5 9mm (Full Auto)	32034	62-367848	G
5	HK MP5 9mm (Full Auto)	32035	62-367849	G
6	HK MP5 9mm (Full Auto)	36472	62-369679	G
7	HK MP5 9mm (Full Auto)	36473	62-369680	G
8	HK MP5 9mm (Full Auto)	36474	62-369681	G
9	HK MP5 9mm (Full Auto)	36616	62-369682	G
10	HK MP5 9mm (Full Auto)	35587	62-375190	G

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: Weapons Will Be Used For Trade-In/Buy Back Purposes

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-11-15
Contact Person transferring item(s) out	Richard Ozuna		6-10-15
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED
JUN 15 2015

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus for Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	280

TF# 2015-290

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	HK MP5 9mm (Full Auto)	35586	62-375191	G
2	HK MP5 9mm (Full Auto)	38079	62-379938	G
3	Remington 700 Tactical Bolt Action Rifle .308	None	A6332846	G
4	Remington 700 Tactical Bolt Action Rifle .308	30639	D6233408	G
5	Remington 700 Tactical Bolt Action Rifle .308	30638	D6233675	G
6	Remington 700 Tactical Bolt Action Rifle .308	30637	D6233782	G
7	Remington 700 Tactical Bolt Action Rifle .308	30640	D6235666	G
8	Ruger Mini 14	None	182-95287	G
9	Ruger Mini 14	38543	186-99760	G
10	Ruger Mini 14	38537	186-99776	G

FIXED ASSET DIVISION USE ONLY

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-11-15
Contact Person transferring item(s) out	Richard Ozuna		6-10-15
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ASSET TRANSFER FORM

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TF# 2015-291

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Ruger Mini 14	38536	186-99798	G
2	Ruger Mini 14	38534	186-99816	G
3	Ruger Mini 14	38538	186-99819	G
4	Ruger Mini 14	38542	186-99862	G
5	Ruger Mini 14	38535	186-99864	G
6	Ruger Mini 14	38540	186-99892	G
7	Ruger Mini 14	38541	186-99897	G
8	Ruger Mini 14	38539	186-99961	G
9	Ruger Mini 14	40775	197-14384	G
10	Ruger Mini 14	40773	197-14392	G

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*	Martha L Salazar	6-11-15
Contact Person transferring item(s) out	Richard Ozuna		6-10-15
Person receiving Item(s)			
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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

JUN 15 2015

By

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus for Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	280

TF# 2015-292

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Ruger Mini 14	40767	197-14416	G
2	Ruger Mini 14	40774	197-14438	G
3	Ruger Mini 14	40768	197-14446	G
4	Ruger Mini 14	40769	197-14453	G
5	Ruger Mini 14	40771	197-14457	G
6	Ruger Mini 14	40770	197-14554	G
7	Ruger Mini 14	40772	197-14618	G
8	Ruger Mini 14	40776	197-14643	G
9	Ruger Mini 14 (Full Auto)	19800	192-00019	G
10	Ruger Mini 14 (Full Auto)	19801	192-00020	G

FIXED ASSET DIVISION USE ONLY

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-11-15
Contact Person transferring item(s) out	Richard Ozuna		6-10-15
Person receiving Item(s)			
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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus for Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	280

TF# 2015-293

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF:
DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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PROCESSED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Ruger Mini 14 (Full Auto)	19943	192-00106	G
2	Ruger Mini 14 (Full Auto)	19662	192-00861	G
3	Ruger Mini 14 (Full Auto)	19721	192-00900	G
4	Ruger Mini 14 (Full Auto)	19720	192-00901	G
5	Ruger Mini 14 (Full Auto)	19719	192-00903	G
6	Ruger Mini 14 (Full Auto)	19722	192-00904	G
7	Winchester 1300 12 Gauge	15466	1752501	G
8	Winchester 1300 12 Gauge	15507	1752615	G
9	Winchester 1300 12 Gauge	19936	1913470	G
10	Winchester 1300 12 Gauge	19935	1913488	G

FIXED ASSET DIVISION USE ONLY

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FROM TO

DEPT.

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-11-15
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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus For Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	285

TF# 2015-294

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Winchester 1300 12 Gauge	19933	1913631	G
2	Winchester 1300 12 Gauge	19940	1913999	G
3	Winchester 1300 12 Gauge	19937	1914503	G
4	Winchester 1300 12 Gauge	19939	1914542	G
5	Winchester 1300 12 Gauge	19565	2018101	G
6	Winchester 1300 12 Gauge	19567	2018104	G
7	Winchester 1300 12 Gauge	19564	2018122	G
8	Winchester 1300 12 Gauge	19566	2018128	G
9	Winchester 1300 12 Gauge	19559	2018135	G
10	Winchester 1300 12 Gauge	19562	2018140	G

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-11-15
Contact Person transferring item(s) out	Richard Ozuna		6-10-15
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus For Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	280

TF# 2015-295

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF:
DATE:

POSTED

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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Winchester 1300 12 Gauge	19557	2018173	G
2	Winchester 1300 12 Gauge	20069	2068757	G
3	Winchester 1300 12 Gauge	20062	2070378	G
4	Winchester 1300 12 Gauge	20071	2070629	G
5	Winchester 1300 12 Gauge	20067	2078011	G
6	Winchester 1300 12 Gauge	29878	2896732	G
7	Winchester 1300 12 Gauge	29882	2896753	G
8	Winchester 1300 12 Gauge	29879	2898964	G
9	Winchester 1300 12 Gauge	29884	2898977	G
10	Winchester 1300 12 Gauge	29880	2904986	G

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

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DEPT.

AMOUNT $ $

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	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-11-15
Contact Person transferring item(s) out	Richard Ozuna		6-10-15
Person receiving Item(s)			
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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus For Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	280

TF# 2015-297

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Winchester 1300 12 Gauge	32040	2839466	G
2	Winchester 1300 12 Gauge	None	2839552	G
3	Winchester 1300 12 Gauge	None	2840217	G
4	Winchester 1300 12 Gauge	None	2840665	G
5	Winchester 1300 12 Gauge	None	2935277	G
6	Winchester 1300 12 Gauge	None	3177279	G
7	Winchester 1300 12 Gauge	None	3178036	G
8	Winchester 1300 12 Gauge	None	3178095	G
9	Winchester 1300 12 Gauge	None	3190499	G
10	Winchester 1300 12 Gauge	None	3190726	G

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-11-15
Contact Person transferring item(s) out	Richard Ozuna		6-10-15
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EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

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HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus For Trade IN	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	285

TF# 2015-296

CONTACT INFORMATION:

NAME (PRINT): Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Winchester 1300 12 Gauge	None	2788628	G
2	Winchester 1300 12 Gauge	None	2788676	G
3	Winchester 1300 12 Gauge	None	2798846	G
4	Winchester 1300 12 Gauge	None	2835545	G
5	Winchester 1300 12 Gauge	32039	2835691	G
6	Winchester 1300 12 Gauge	None	2835781	G
7	Winchester 1300 12 Gauge	32038	2835803	G
8	Winchester 1300 12 Gauge	None	2837344	G
9	Winchester 1300 12 Gauge	None	2837368	G
10	Winchester 1300 12 Gauge	None	2839260	G

FIXED ASSET DIVISION USE ONLY

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RECEIVED
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BY

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ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus For Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	280

TF# 2015-298

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF:
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PORTED

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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Winchester 1300 12 Gauge	None	3190727	G
2	~~Winchester 1300 12 Gauge~~	~~None~~	~~3190879~~	~~G~~
3	~~Winchester 1300 12 Gauge~~	~~None~~	~~3202395~~	~~G~~
4	Winchester 1300 12 Gauge	None	3202405	G
5	~~Winchester 1300 12 Gauge~~	~~None~~	~~3202455~~	~~G~~
6	Winchester 1300 12 Gauge	None	3202472	G
7	Winchester 1300 12 Gauge	None	3202475	G
8	Winchester 1300 12 Gauge	None	3202486	G
9	~~Winchester 1300 12 Gauge~~	~~None~~	~~3202487~~	~~G~~
10	Winchester 1300 12 Gauge	None	3202638	G

FIXED ASSET DIVISION USE ONLY

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FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: Weapons Will Be Used For Trade-In/Buy Back Purposes

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-11-15
Contact Person transferring item(s) out	Richard Ozuna		6-10-15
Person receiving Item(s)			
Reviewed & Processed by FA Division			

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 15 2015

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus for Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	280

TF# 2015-299

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Winchester 1300 12 Gauge	None	3202639	G
2	Winchester 1300 12 Gauge	None	3202640	G
3	Winchester 1300 12 Gauge	None	3202652	G
4	Winchester 1300 12 Gauge	None	3202688	G
5	Winchester 1300 12 Gauge	None	3202695	G
6	Winchester 1300 12 Gauge	None	3312010	G
7	Winchester 1300 12 Gauge	None	3312025	G
8	Winchester 1300 12 Gauge	None	3312164	G
9	~~Winchester 1300 12 Gauge~~ DO	~~None~~	~~3312165~~	~~G~~
10	Winchester 1300 12 Gauge	None	3312169	G

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: Weapons Will Be Used For Trade-In/Buy Back Purposes

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

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Person receiving Item(s)			
Reviewed & Processed by FA Division			

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DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED
JUN 15 2015
BY

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus For Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	280

TF# 2015-300

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Winchester 1300 12 Gauge	None	3312176	G
2	Winchester 1300 12 Gauge	None	3314823	G
3	Winchester 1300 12 Gauge	None	3314842	G
4	Winchester 1300 12 Gauge	None	3314960	G
5	Winchester 1300 12 Gauge	None	3314961	G
6	Winchester 1300 12 Gauge	None	3329346	G
7	Winchester 1300 12 Gauge	None	3347720	G
8	Winchester 1300 12 Gauge	None	3351846	G
9	~~Winchester 1300 12 Gauge~~ 20	~~None~~	~~3351850~~	~~G~~
10	~~Winchester 1300 12 Gauge~~ 20	~~None~~	~~3351955~~	~~G~~

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: Weapons Will Be Used For Trade-In/Buy Back Purposes

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EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 15 2015

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus For Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	280

TF# 2015-301

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Winchester 1300 12 Gauge	None	3351959	G
2	Winchester 1300 12 Gauge	None	3355114	G
3	~~Winchester 1300 12 Gauge~~	~~None~~	~~3355293~~	~~G~~
4	Winchester 1300 12 Gauge	None	3355295	G
5	Winchester 1300 12 Gauge	None	3355327	G
6	Winchester 1300 12 Gauge	None	3355331	G
7	Winchester 1300 12 Gauge	None	3355493	G
8	Winchester 1300 12 Gauge	None	3355542	G
9	Winchester 1300 12 Gauge	None	3355748	G
10	Winchester 1300 12 Gauge	None	3363484	G

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

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DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 15 2015

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus For Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	2861

TF# 2015-302

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	~~Winchester 1300 12 Gauge~~ RD	~~None~~	~~3363561~~	~~G~~
2	Winchester 1300 12 Gauge	None	3363681	G
3	Winchester 1300 12 Gauge	None	3363690	G
4	~~Winchester 1300 12 Gauge~~ RD	~~None~~	~~3363694~~	~~G~~
5	Winchester 1300 12 Gauge	None	3363777	G
6	~~Winchester 1300 12 Gauge~~ RD	~~None~~	~~3363779~~	~~G~~
7	Winchester 1300 12 Gauge	None	3364384	G
8	Winchester 1300 12 Gauge	None	3364498	G
9	Winchester 1300 12 Gauge	None	3364674	G
10	Remington 870 12 Gauge	None	AB470736M	G

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: Weapons Will Be Used For Trade-In/Buy Back Purposes

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-11-15
Contact Person transferring item(s) out	Richard Ozuna		6-10-15
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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DATE INITIAL

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 15 2015 BY

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus For Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	280

TF# 2015-303

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	~~Remington 870 12 Gauge~~ 20	~~None~~	~~AB470758M~~	~~G~~
2	~~Remington 870 12 Gauge~~ 20	~~None~~	~~AB471048M~~	~~G~~
3	Remington 870 12 Gauge	None	AB522712M	G
4	Remington 870 12 Gauge	None	AB527184M	G
5	~~Remington 870 12 Gauge~~ 20	~~None~~	~~AB528955M~~	~~G~~
6	Remington 870 12 Gauge	None	AB534603M	G
7	Remington 870 12 Gauge	None	AB534606M	G
8	Remington 870 12 Gauge	None	AB534618M	G
9	Remington 870 12 Gauge	None	AB534631M	G
10	Remington 870 12 Gauge	None	AB534636M	G

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

JUSTIFICATION FOR TRANSFER: Weapons Will Be Used For Trade-In/Buy Back Purposes

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The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	6-11-15
Contact Person transferring item(s) out	Richard Ozuna		6-10-15
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 15 2015 BY

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus For Trade IN	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	280

TF# 2015-304

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Remington 870 12 Gauge	None	AB534639M	G
2	~~Remington 870 12 Gauge~~ TD	~~None~~	~~AB534643M~~	~~G~~
3	Remington 870 12 Gauge	None	AB534656M	G
4	Remington 870 12 Gauge	None	AB537184M	G
5	Remington 870 12 Gauge	None	AB537194M	G
6	Remington 870 12 Gauge	None	AB550504M	G
7	Remington 870 12 Gauge	None	AB550510M	G
8	Remington 870 12 Gauge	None	AB550515M	G
9	Remington 870 12 Gauge	None	AB550523M	G
10	~~Remington 870 12 Gauge~~ TD	~~None~~	~~AB550525M~~	~~G~~

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

FROM TO

DEPT.

AMOUNT $ $

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The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*	Martha L Salazar	6-11-15
Contact Person transferring item(s) out	Richard Ozuna		6-10-15
Person receiving Item(s)			
Reviewed & Processed by FA Division			

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DATE INITIAL

EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 15 2015 BY

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus for Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	287

TF# 2015-305

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF:
DATE:

PROCESSED

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Remington 870 12 Gauge	None	AB550533M	G
2	Remington 870 12 Gauge	None	AB550534M	G
3	Remington 870 12 Gauge	None	AB550535M	G
4	Remington 870 12 Gauge	None	AB550548M	G
5	Remington 870 12 Gauge	None	AB550560M	G
6	Remington 870 12 Gauge	None	AB551285M	G
7	Remington 870 12 Gauge	None	AB551288M	G
8	~~Remington 870 12 Gauge~~ 19	~~None~~	~~AB551293M~~	~~G~~
9	Remington 870 12 Gauge	None	AB551298M	G
10	Remington 870 12 Gauge	None	AB551300M	G

FIXED ASSET DIVISION USE ONLY

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EFFECTIVE DATE 03/01/13

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HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

RECEIVED JUN 15 2015 BY

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus for Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	280

TF# 2015-306

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

POSTED

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Remington 870 12 Gauge	None	AB551323M	G
2	Remington 870 12 Gauge	34319	C653952M	G
3	Remington 870 12 Gauge	None	D220868M	G
4	~~Remington 870 12 Gauge~~ 20	~~None~~	~~D222215M~~	~~G~~
5	Remington 870 12 Gauge	51138	RS00336B	G
6	Remington 870 12 Gauge	51146	RS95993A	G
7	Remington 870 12 Gauge	51141	RS96013A	G
8	Remington 870 12 Gauge	51137	RS96022A	G
9	Remington 870 12 Gauge	51145	RS96026A	G
10	Remington 870 12 Gauge	51144	RS96027A	G

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

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RECEIVED JUN 15 2015 BY

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus for Trade In	9999
TRANSFER FROM:	The Hidalgo County Sheriff's Office	280

TF# 2015-307

CONTACT INFORMATION:

NAME (PRINT) Richard Ozuna | PHONE. 956-393-6022 | FAX NO.: 956-939-6021 | E-MAIL: richard.ozuna@hidalgoso.org

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
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	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Remington 870 12 Gauge	51143	RS96029A	G
2	Beretta 1201 Semi Auto 12 Gauge	32037	A24360L	G
3	Beretta 1201 Semi Auto 12 Gauge	32036	A24361L	G
4	~~DPMS M16 11.5" Barrel Full Auto~~	~~53690~~	~~M008187~~	~~G~~
5	~~DPMS M16 11.5" Barrel Full Auto~~	~~53691~~	~~M008194~~	~~G~~
6	~~DPMS M16 11.5" Barrel Full Auto~~	~~53692~~	~~M008203~~	~~G~~
7	~~DPMS M16 11.5" Barrel Full Auto~~	~~53693~~	~~M008216~~	~~G~~
8	Colt M16 20" Heavy Barrel Semi Auto	25774	GH003027	G
9				
10				

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

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PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

Insurance Requirement Acknowledgment

I, Mark Jackson, authorized representative for Suppressed Tactical Solutions, LLC
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $ 0.00 General Liability: $ 2,000,000

have already been met; see attached copy of insurance certificate.

Mark Jackson
Authorized Representative

6/26/15
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2015

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: Stephen Chiarello	
Joseph Chiarello & Co., Inc. 25 DeForest Avenue Suite 208 Summit NJ 07901	PHONE (A/C, No, Ext): (800)526-2199	FAX (A/C, No): (908)473-0110
	E-MAIL ADDRESS: src@jcinsco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Granite State Ins Co	151
INSURED Suppressed Tactical Solutions LLC 2102 North McColl Road Suite A Edinburg TX 78541	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1562606878 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			02LX275616114	4/14/2015	4/14/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							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)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	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					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							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
Attn: Purchasing Department
2812 S Business Highway 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Stephen Chiarello/SRC

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The ACORD name and logo are registered marks of ACORD

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Mark Jackson, AS Suppressed Tactical Solutions, LLC possess all of the APPLICABLE:

1. Licenses: FFL# 5-74-215-07-8F-05395
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: 2016 SOT (62) NFA Firearms Mfgr

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

6/26/15
Date

Suppressed Tactical Solutions, LLC
Company

2102 N. McColl Road Ste. A
Address

Edinburg, TX 78541
City, State, Zip

J.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Firearms License
(18 U.S.C. Chapter 44)

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FFLC 244 Needy Road Martinsburg, WV 25405-9431	License Number: **5-74-215-07-8F-05395**
Chief, Federal Firearms Licensing Center (FFLC) Tracy Robertson	Expiration Date: **June 1, 2018**

Name
SUPPRESSED TACTICAL SOLUTIONS

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)
2102 NORTH MCCOLL RD STE A
EDINBURG, TX 78541-

Type of License
07-MANUFACTURER OF FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Purchasing Certification Statement

The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."

Licensee/Responsible Person Signature — Position/Title: President

Printed Name: Mark Jackson — Date: 5/11/15

Mailing Address (Changes? Notify the FFLC of any changes.)

SUPPRESSED TACTICAL SOLUTIONS LLC
SUPPRESSED TACTICAL SOLUTIONS
2102 NORTH MCCOLL RD STE A
EDINBURG, TX 78541-

ATF Form 8 (5310.11)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

OMB No. 1140-0090 (05/31/2017)

2016 Special Tax Stamp

Name and Principal Business Address

SUPPRESSED TACTICAL SOLUTIONS LLC
SUPPRESSED TACTICAL SOLUTIONS
2102 NORTH MC COLL RD STE A
EDINBURG, TX 78541

Tax Statement	
(Annual Tax Rate)	1000.00
Initial Tax. . . . .$	1000.00
Additions. . . . .$	.00
Total Tax PAID.$	1000.00

TAX 2016 YEAR

THIS IS NOT A BILL.
DO NOT PAY THE AMOUNT NOTED.

Actual Physical Business Address *(See Number 2 below)*
SUPPRESSED TACTICAL SOLUTIONS LLC
SUPPRESSED TACTICAL SOLUTIONS
2102 NORTH MCCOLL RD STE A
EDINBURG, TX 78541 0003

Type of Operation Conducted
(62) NFA FIREARMS MFGR

Number of Locations
1 OF 1

This is a receipt of payment of Special (Occupational) Tax (SOT) under the National Firearms Act. (27 CFR 479.36)

If You Have Any Questions, Refer To The Information Below

Date of This Receipt: **MAY 26, 2015**	Dates of Special Tax Period: **07/01/2015 TO 06/30/2016**
Employer Identification Number: **26-3594084**	Control Number: **2015138-N52-045**

If you have any questions, you may contact the Bureau of Alcohol, Tobacco, Firearms and Explosives as follows:

CALL ... (304) 616-4500 ...

Insurance Requirement Acknowledgment

I, CLINT WELCH, authorized representative for GT DISTRIBUTORS, INC,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $ 1,000,000.00 General Liability: $ 2,000,000.00

have already been met; see attached copy of insurance certificate.

Authorized Representative

6/30/2015
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, CLINT WELCH possess all of the APPLICABLE:

1. Licenses: FEDERAL FIREARMS LICENSE
2. Bonds: N/A
3. Certificates: INSURANCE CERTIFICATE
4. Permits: N/A
5. Other: N/A

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

6/30/2015
Date

GT DISTRIBUTORS, INC
Company

2545 BROCKTON DRIVE, SUITE 100
Address

AUSTIN, TX 78758
City, State, Zip

Client#: 999483 77GTDIS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2015

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
BB&T Huffaker Insurance
735 Broad Street, Suite 100
Chattanooga, TN 37401
423 756-0711

CONTACT NAME: Sonya M. Hickman
PHONE (A/C, No, Ext): 423-648-7328 FAX (A/C, No): 423-265-8543
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Granite State Insurance Company	23809
INSURER B : Technology Insurance Company	42376
INSURER C : Cincinnati Insurance Company	10677
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
G T Distributors Inc
G T Distributors of Georgia Inc
P O Box 458
Rossville, GA 30741

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			02LX00545389011	05/01/2015	05/01/2016	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY			ENP0122257	01/22/2015	01/22/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
C	[X] ANY AUTO			CAA5206537	01/22/2015	01/22/2016	BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			02UD00465843712	05/01/2015	05/01/2016	EACH OCCURRENCE	$1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$1,000,000
	[ ] DED [X] RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TWC3447094	01/22/2015	01/22/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Bid# 2015-066-07-01-HGO

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

W. Stanton Canant

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SMH

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Firearms License
(18 U.S.C. Chapter 44)

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FFLC
244 Needy Road
Martinsburg, WV 25405-9431

License Number: **5-74-453-01-8A-29221**

Chief, Federal Firearms Licensing Center (FFLC)
Tracy Robertson

Expiration Date: **January 1, 2018**

Name
G T DISTRIBUTORS INC

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)
2545 BROCKTON DR # 100
AUSTIN, TX 78758-

Type of License
01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Purchasing Certification Statement

The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."

Mailing Address (Changes? Notify the FFLC of any changes.)

G T DISTRIBUTORS INC
PO BOX 16080
AUSTIN, TX 78761-6080

Licensee/Responsible Person Signature

President
Position/Title

William J. Orr Jr.
Printed Name

12/31/14
Date

Previous Edition is Obsolete

G T DISTRIBUTORS INC:2545 BROCKTON DR # 100:78758:5-74-453-01-8A-29221:January 1, 2018:01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

ATF Form 8 (5310.11)
Revised October 2011

Federal Firearms License (FFL) Customer Service Information

Federal Firearms Licensing Center (FFLC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (866) 662-2750
Toll-free Fax Number: (866) 257-2749
E-mail: NLC@atf.gov

ATF Homepage: www.atf.gov
FFL eZ Check: www.atfonline.gov/fflezcheck

Change of Address *(27 CFR 478.52)*. Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. **(The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)**

Right of Succession *(27 CFR 478.56)*. (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

Cut Here ✂

Federal Firearms License (FFL) Information Card

License Name: **G T DISTRIBUTORS INC**

Business Name:

License Number: **5-74-453-01-8A-29221**

License Type: **01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES**

Expiration: **January 1, 2018**

Please Note: Not Valid for the Sale or Other Disposition of Firearms.

FFL Newsletter - Electronic Version Available

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FFLNewsletter@atf.gov.

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.

AI-50443 **Purchasing Department** **20. G. 2.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(7); an item that can only be obtained from only one source;

B. Approval of a "Sole Source Declaration" for "Oxygen Forensics, Inc." for the purchase of Oxygen Forensic Passware Analyst and Oxygen Forensic Kit Rugged by Oxygen Forensics, Inc.; including any present, future accessories, licenses, support service, and maintenance to be used by Hidalgo County Sheriff's Office and other related Hidalgo County Law Enforcement Agencies (all funding sources) with said declaration to remain in effect while declaration is in place or until revoked by HCCC;

C. Approval for HCSO to purchase the Oxygen Forensic Passware Analyst (includes 12 months of updates) and Oxygen Forensic Kit Rugged (includes 2 months of updates) through assigned requisition #279911 in the amount of $11,198.00;

D. Authorization to renew maintenance and support services and annual licenses for the lifetime of the software.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1228-421-00-280-006-0-751

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

BUDGETARY IMPACT:

Funds available as of 8/13/15.
Requisition #279911

FISCAL YEAR: 2015 **ACCT. #:** 5-1228-421-00-280-006-0-761

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

BUDGETARY IMPACT:

Funds available as of 8/13/15.
Requisition #279911

Attachments

Backup Info for Agenda

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/07/2015 02:14 PM
Budget & Management	Veronica Ortiz	08/07/2015 02:25 PM
Glinda Pacheco	Veronica Ortiz	08/12/2015 03:55 PM
Auditor's Office	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Heidi Ortiz		Started On: 07/14/2015 01:51 PM
Final Approval Date: 08/14/2015		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: July 21, 2015

RE: "Sole Source Declaration" – Oxygen Forensics

Hidalgo County Sheriff's Office requires the purchase of the most comprehensive software, equipment/accessories, and maintenance of such for the purpose of extracting and analyzing data from mobile devices in the field.

Oxygen Forensics is the worldwide leading maker of forensic data extraction and examination tools for mobile devices. It is the industry-first forensic software that is able to extract data from My Windows Phone cloud, extracting phonebook, pictures, videos, SMS messages, call history, etc. as part of utilization by the Hidalgo County Sheriff's Department throughout an investigation. Popular file formats and ability to export or print the whole set of data or only important parts allows experts to show the result of their work in the best way. Social Graph visualizes complex connections inside crime groups allowing forensic experts to review connections between mobile device owners and their contacts, pinpointing connections between multiple device owners, and detect their common contacts.

Therefore, Hidalgo County Sheriff's Office requires the Oxygen Forensic® Kit Rugged and Oxygen Forensic® Passware® Analyst version inclusion of proprietary components under "Oxygen Forensics", (i.e. licenses/technical services user licenses/annual support of software, maintenance support, plus any other additional accessories) from Oxygen Forensics, Sole Source, due to such proprietary rights under the Texas Local Gov. Code 262.024 (a)(7)(A).

To include if necessary, other related Hidalgo County Law Enforcement Agencies (all funding sources) with said declaration to remain in effect while declaration is in place or until revoked by HCCC.

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is _____. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Oxygen Forensics, Inc
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):

   _____

   _____
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature _____

SWORN AND SUBSCRIBED TO under oath before me on 17 day of July, 2015

Embossed Hereon Is My
Commonwealth Of Virginia Notary Public Seal
My Commission Expires March 31, 2019
TATIANA I BORODINA

_____
NOTARY PUBLIC

_____
PRINTED NAME

March 31, 2019
MY COMMISSION EXPIRES

COMPANY NAME: Oxygen Forensics Inc
ADDRESS, CITY, STATE & ZIP CODE: 901 N. Pitt Street, #320
PHONE: 703-836-1670 NUMBER: _____
CONTACT NAME AND TITLE: Sergei Dieborgraev CEO
WEB ADDRESS: www.oxygenforensic.com EMAIL: _____
FEDERAL TAX ID NUMBER: 46-2223427 TEXAS SALES TAX NUMBER: _____

Req 279911

Oxygen Forensics, Inc
901 N. Pitt St, Suite 320
Alexandria VA 22314

OXYGEN FORENSICS

Richard Ozuna
711 El Cibolo Rd
Edinburg TX 78542

Quote #	38867-02
Quote Date	June 11, 2015
Quote Total	**$11,198.00 USD**

Item	Description	Unit Cost	Quantity	Line Total
OFPA	Oxygen Forensic® Passware® Analyst (Includes 12 months of updates)	3,199.00	1	3,199.00
OFKR	Oxygen Forensic® Kit Rugged (Includes 12 months of updates) Free Shipping included!	7,999.00	1	7,999.00

Quote Total	**$11,198.00 USD**

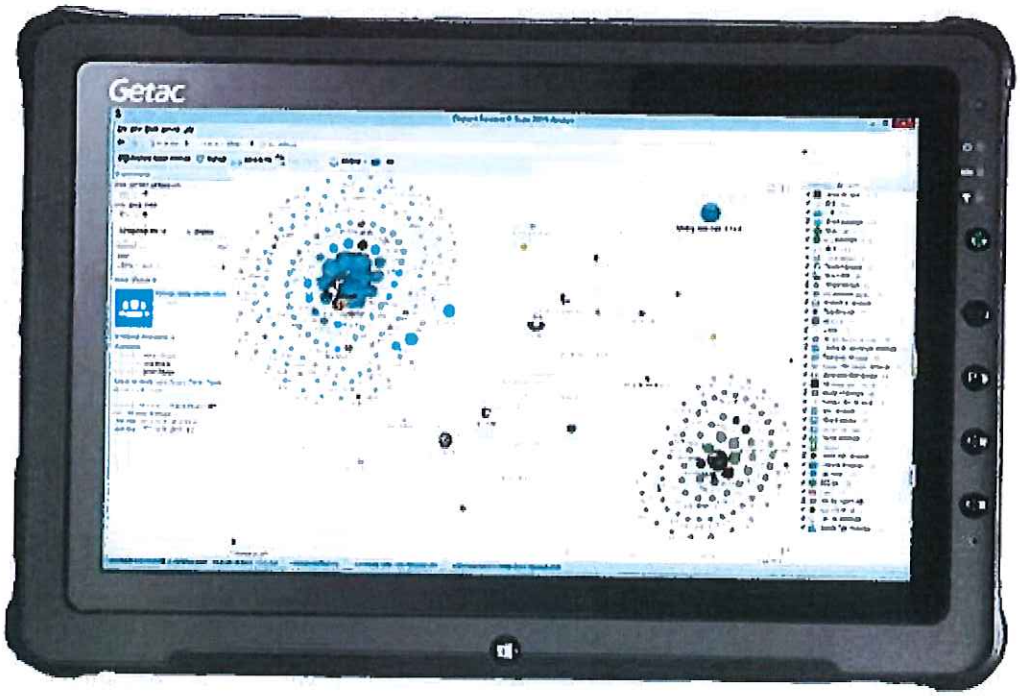
OXYGEN FORENSICS

OXYGEN FORENSIC KIT

Oxygen Forensic Kit – complete out-of-the-box solution

When to start? Immediately! Oxygen Forensic Kit is a complete set you can quickly use right out of the box. It does not require any additional expenses on different hardware or software products. It can be used right after the purchase. Oxygen Forensic Kit is a suite of tools, that helps to acquire necessary evidence from the seized devices without wasting time on PC configuring, finding cables and suitable drivers for them.

What troubles Oxygen Forensic Kit helps to avoid? In many cases, the software you download has dependencies on specific factors such as system setup procedure, Internet connection, activation, time-consuming searches. You must also download, install, configure, integrate, and deploy successfully numerous cable drivers before you can use it. There are also known and unknown issues with each component of the greater puzzle that often require hours or days spent searching and asking questions, and experimenting for successful data acquisition results. Do you need all this? Sure you don't!

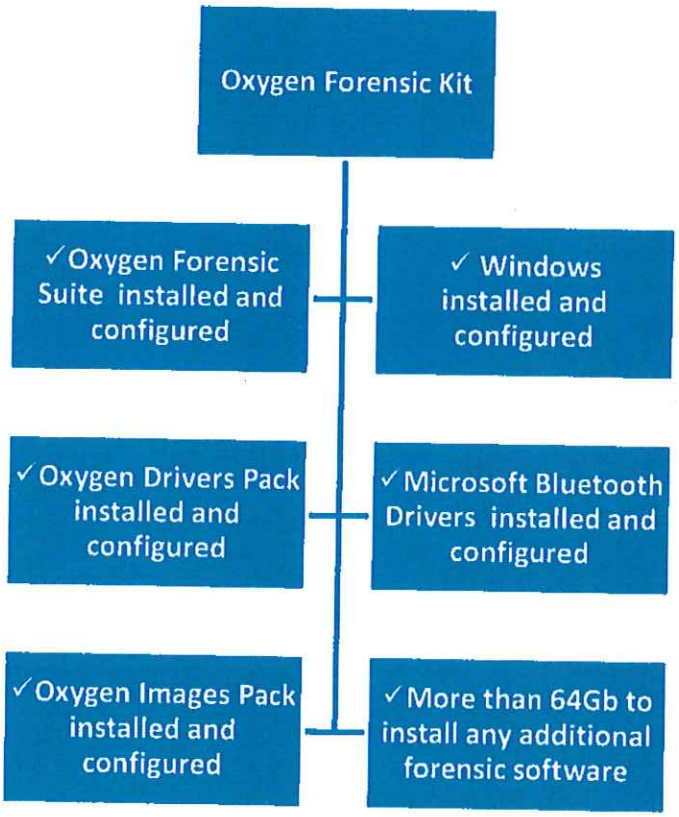


Oxygen Forensic Kit – reasonable solution

Why to use Oxygen Forensic Kit? Our goal is not just to distribute Oxygen Forensic Kit but rather to serve the needs of our customers, who often ask to recommend any solutions that can be used in the field to extract and analyze important information. We are offering this Kit as a complete and effective solution to meet the needs of those who do not want to invest in more robust solutions.

Use time wisely. Many hours went into installation, configuration, deployment and integration that make Oxygen Forensic Kit work in a tick. All you need is just to start Oxygen Forensic Suite, pick up right cable from the case and connect the phone without any problems and then spend your time working instead of making it to work.

Save the funds. Oxygen Forensic Kit rich capabilities and competitive pricing considerably excels other solutions. Why to pay more for less?



Oxygen Forensic Kit – your field laboratory

Portable mobile forensics laboratory. Designed for portability, Oxygen Forensic Kit is a unique mobile solution. It can be your field laboratory that is always at hand. You do not need to carry tons of forensic hardware to work in the field. Oxygen Forensic Kit will always accompany you wherever you go and you will not even notice it carrying. Oxygen Forensic Kit is specially designed to be utilized as a field Kit.

Thought-out convenient solution. Oxygen Forensic Kit is not only convenient to carry it is also easy to use. No additional installation or settings are required. All you need to do is to switch on the Tablet PC where Windows OS is preinstalled, choose a cable from the cable set, run Oxygen Forensic Suite and connect a device. The cables are marked so no time is wasted to find the right one.

Oxygen Forensic Kit – straightforward workflow

Rapid on-scene analysis. In comparison with other forensic hardware Oxygen Forensic Kit allows not only to extract data from the device but also to view and analyze it right in the field. Oxygen Forensic Suite user-friendly intuitive interface will help you to search and work with the acquired information conveniently and efficiently. Extractions can then be brought to the forensic lab for printing and using as a reference or in the courtroom.

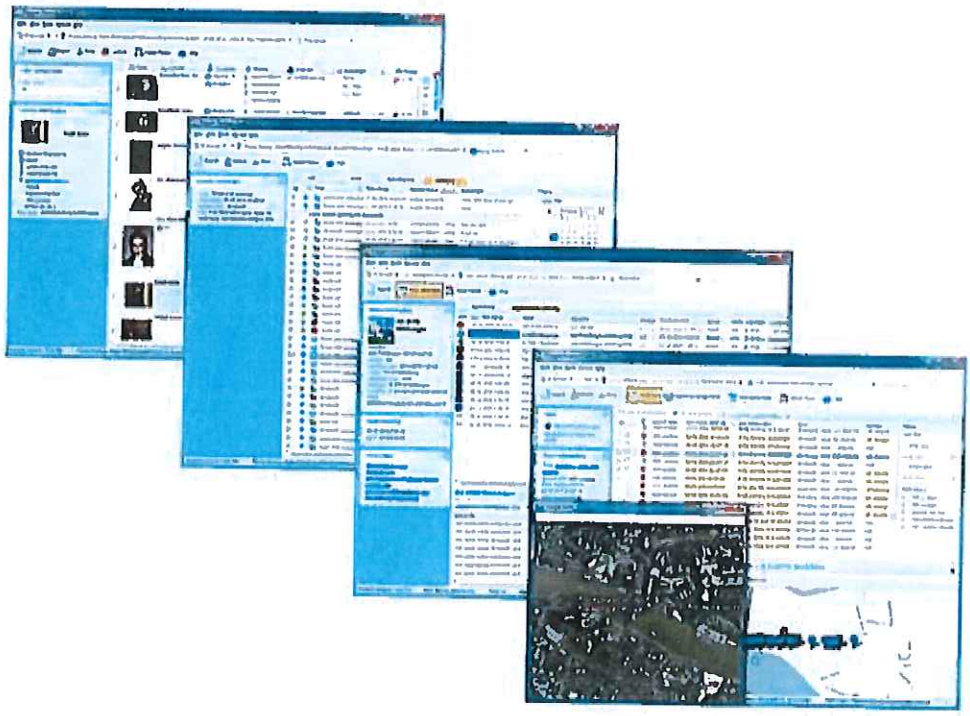
Easy and complete connectivity. All the cable drivers are already installed and compatible with the devices officially supported by Oxygen Forensic Suite. In case a particular device model you seized does not support cable connection Bluetooth adaptor is preinstalled in the tablet PC. It is already configured and ready to work.

Oxygen Forensic Kit – affordable hardware-software solution for data acquisition and analysis

Unique software solution. Purchasing Oxygen Forensic Kit you automatically acquire an Analyst license of Oxygen Forensic Suite, the most advanced and acclaimed one, at a discounted price. It not only allows you to save much money but also to gain access to the unique functionality, like:

- 25+ breakthrough data extraction methods from 9000+ mobile devices;
- 500+ applications user data (passwords, logins, chats, shared data, etc.);
- Links & Stats and Social Graph to visualize social connections between device user(s) and contacts;
- Aggregated Contacts collected from multiple device sources;
- Timeline with all events from one or several devices in a single list;
- Analytical charts and matrix to examine user activity within certain time frame;
- Geo data extraction and ability to create routes from geo points;
- SQLite Database Viewer to recover deleted records;
- Multi-device search to find and link events from different devices;
- and much more!

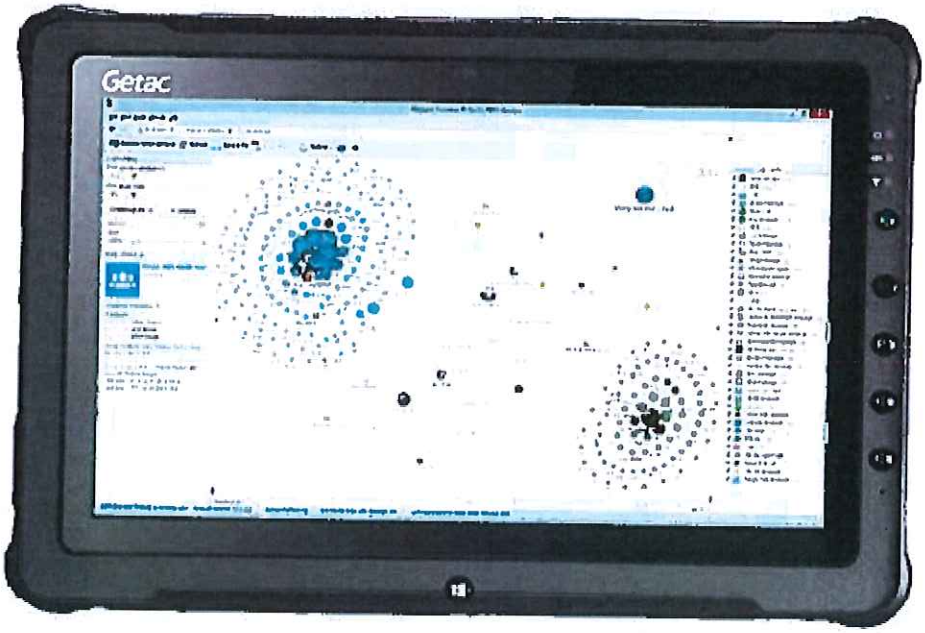
An Analyst license for Oxygen Forensic Kit comes with a one year of free updates that is already included in the price. Oxygen Forensic Suite is fully installed and configured so no time is spent on the program download and registration.



Oxygen Forensic Kit – affordable hardware-software solution for data acquisition and analysis

Extensive operational and storage hardware. The impressive characteristics of the Tablet PC make it an indispensable tool in operational task management.

- Tablet PC size and weight is suitable both for field and lab investigations.
- 4 GB RAM are enough to quickly extract and process any amount of data from the seized device.
- 128 GB SSD make it possible to acquire and save all necessary information right in the field.
- You can also store any other data or install other applications on the Tablet PC that will help you in your forensic research.
- Several USB ports allow you to use flash drives and external HDD for backups and reports saving. Since the extracted data is always of a great value it is recommended to make a copy of it saving it into an .ofb backup in Oxygen Forensic Suite or exporting it to one of the text file formats.
- Built-in Bluetooth adapter is a necessary alternative when cable connection to device is not possible.



Oxygen Forensic Kit package

Oxygen Forensic Kit package contains every detail you'll possibly need. It includes:

- Computing Motion R12 Tablet PC - 12.5" Full High Definition, Corning® Gorilla® Glass 3, 4th Generation Intel® Core™ processors, 4G LTE Broadband and 802.11ac Wi-Fi, 8MP rear and 2MP front cameras, Touch, pen and keyboard input options;
- Preinstalled Windows OS;
- Preinstalled, tuned and ready to use Oxygen Forensic Suite Analyst license;
- DVD Box with Oxygen Forensic Suite USB Dongle Analyst license to install it to your Desktop computer;
- Preinstalled and configured Oxygen Drivers Pack;
- Full and up-to-date Oxygen Cable Set;
- Printed Getting Started Guide for Oxygen Forensic Suite;
- Printed Connection Instructions Guide;
- Rugged Peli case;

Save up to 40% by ordering Oxygen Forensic Kit instead of buying its components separately.

Oxygen Forensics Company reserves the right to change the Tablet PC models, its carrying case, suitcase and cables for other items with similar characteristics.

Sole Source Letter

Date: 6 August, 2015

To: Hidalgo County Purchasing Department

Oxygen Forensics, Inc., the sole developer and copyrights holder of the following software products:

- Oxygen Forensic Suite Pro and Analyst versions (including upgrade and renewal options). Internet license.
- Oxygen Forensic Suite Standard, Pro and Analyst versions (including upgrade and renewal options). USB dongle license.
- 'Android rooting' add-on for Oxygen Forensic Suite Analyst version.
- 'Chinese phones' add-on for Oxygen Forensic Suite Standard, Pro or Analyst version.
- Oxygen Forensic Kit 'Rugged'.
- Oxygen SQLite Viewer.
- Oxygen Plist Viewer.
- Oxygen Cable Set.

To the best of our knowledge no other person or legal entity manufactures the above-mentioned Oxygen Forensics, Inc. products.

Oxygen Forensics, Inc. declares that it holds all the intellectual property rights in the above-mentioned Oxygen Forensics, Inc. products and they do not infringe on the intellectual right of property of third parties such as copyrights, patent rights or trademark rights.

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AI-50884 **Closed Session** **21. C.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/13/2015 02:15 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Monica Badillo		Started On: 08/13/2015 10:14 AM
Final Approval Date: 08/14/2015		

AI-50939 **Closed Session** **21. D.**

CC - REGULAR

Meeting Date: 08/18/2015

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

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red Flower - Tax Abatement.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2015 03:45 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Virginia Jones		Started On: 08/14/2015 02:34 PM
Final Approval Date: 08/14/2015		

AI-50941 **Closed Session** **21. E.**

CC - REGULAR

Meeting Date: 08/18/2015

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

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Maroon.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2015 03:45 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Virginia Jones		Started On: 08/14/2015 02:36 PM
Final Approval Date: 08/14/2015		

AI-50767 **Closed Session** **21. F.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Vanessa Jamrog

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:35 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Aida Alvarez		Started On: 08/05/2015 10:03 AM
Final Approval Date: 08/14/2015		

AI-50769 **Closed Session** **21. G.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Alan Thompson

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:35 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Aida Alvarez		Started On: 08/05/2015 10:08 AM
Final Approval Date: 08/14/2015		

AI-50798 **Closed Session** **21. H.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Roberto Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:55 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Aida Alvarez		Started On: 08/07/2015 01:37 PM
Final Approval Date: 08/14/2015		

AI-50788 **Closed Session** **21. I.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Dora Alicia Garza for the Estate of Jesus Ibarra Morales

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:38 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Aida Alvarez		Started On: 08/07/2015 09:45 AM
Final Approval Date: 08/14/2015		

AI-50749 **Closed Session** **21. J.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Railroad Commission of Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:34 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Aida Alvarez		Started On: 08/03/2015 03:17 PM
Final Approval Date: 08/14/2015		

AI-50887 **Open Session** **23. C.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/13/2015 02:15 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Monica Badillo		Started On: 08/13/2015 10:41 AM
Final Approval Date: 08/14/2015		

AI-50945 **Open Session** **23. D.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Michael Leo, COUNTY JUDGE

Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Red Flower - Tax Abatement.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2015 03:45 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Virginia Jones		Started On: 08/14/2015 03:08 PM
Final Approval Date: 08/14/2015		

AI-50944 **Open Session** **23. E.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Michael Leo, COUNTY JUDGE

Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following: Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Maroon.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2015 03:45 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Virginia Jones		Started On: 08/14/2015 03:04 PM
Final Approval Date: 08/14/2015		

AI-50768 **Open Session** **23. F.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Vanessa Jamrog

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:35 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Aida Alvarez		Started On: 08/05/2015 10:05 AM
Final Approval Date: 08/14/2015		

AI-50770 **Open Session** **23. G.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Alan Thompson

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:35 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Aida Alvarez		Started On: 08/05/2015 10:09 AM
Final Approval Date: 08/14/2015		

AI-50799 **Open Session** **23. H.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Roberto Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:55 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Aida Alvarez		Started On: 08/07/2015 01:38 PM
Final Approval Date: 08/14/2015		

AI-50789 **Open Session** **23. I.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Dora Alicia Garza for the Estate of Jesus Ibarra Morales

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:38 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Aida Alvarez		Started On: 08/07/2015 09:47 AM
Final Approval Date: 08/14/2015		

AI-50750 **Open Session** **23. J.**

CC - REGULAR

Meeting Date: 08/18/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Railroad Commission of Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	08/07/2015 01:34 PM
Purchasing Department	Monica Badillo	08/14/2015 05:32 PM
Form Started By: Aida Alvarez		Started On: 08/03/2015 03:18 PM
Final Approval Date: 08/14/2015		